

LAKESIDE UNION SCHOOL DISTRICT

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

Zoom Meeting:
Meeting ID: 958 0966 3657
Meeting Password: 009125
Public Comment Form

May 14, 2020
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).

Written notice is hereby given in accordance with Education Code section 35144, Government Code section 54956, and other applicable law that the following Regular Meeting of the Board of Trustees, Lakeside Union School District, will be held on Thursday, April 23, 2020 at 5:00 p.m.

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

Members of the public may attend the Board meeting, observe the meeting, and/or participate in public comment telephonically by logging onto Zoom with the meeting ID and password listed at the top. Members of the public who wish to participate in public comment are encouraged to email Lisa DeRosier, Executive Assistant to the Superintendent, 1 hour in advance of the meeting derosier@lsusd.net using the **Public Comment Form**.

A. CALL TO ORDER AND ROLL CALL

B. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD ON ANY ITEM DESCRIBED IN THIS NOTICE (GOVERNMENT CODE SECTION 54954.3) **Public Comment Form. 4:30PM**

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

Members of the public who require disability accommodation in order to participate in the meeting should contact the Superintendent's Office at (619) 390-2606, or in writing at derosier@lsusd.net, no later than 4 p.m. on May 14, 2020.

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;
3. Public Employee Discipline/Dismissal/Release, pursuant to Government Code §54957.

Please Note: Board Agendas, Back-up Documentation, and Attachments are Available at the Lakeside Union School District Office (12335 Woodside Avenue, Lakeside, CA) in the Lobby or Upon Request or Can be Viewed at www.lsusd.net.

D. OPENING PROCEDURES – 6:00PM

1. Reconvene
2. Welcome Visitors
3. Closed Session Report
4. The Pledge of Allegiance will be led by President Ferrante.

E. PRESENTATION

Dr. Andy Johnsen will present an update on the District's response to the COVID-19 public health emergency.

F. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

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

Opportunity for Members of the Public to address the Board on any item described in this Notice (Government Code section 54954.3). In the interest of time and order, presentations from the public are limited to four (4) minutes per person. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comment, email derosier@lsusd.net and follow the directions for speaking to agenda items as listed above.

H. PUBLIC HEARINGS/ACTION ITEMS

1. **PUBLIC HEARING** – To hear comments from the public to receive input regarding the financial provisions of the collective bargaining agreement with the Lakeside Teachers Association. The approximate cost to the district is \$1,508.
2. **Approval** is requested of the Disclosure of Collective Bargaining Agreement for the Lakeside Teachers Association (LTA).
3. **Approval** is requested of the three-year Successor Agreement for the period July 1, 2019 through June 30, 2022 between the Lakeside Union School District and the Lakeside Teachers Association.
4. **PUBLIC HEARING** – To hear comments from the public to receive input regarding the Title VI Indian Education Formula Grant, which provides academic support for any student of Indian descent.

I. 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.

I. SUPERINTENDENT

- 2.1 **Adoption** is requested of the minutes of the regular board meeting of April 23, 2020.
- 2.2 **Adoption** is requested of Resolution No. 2020-17, recognizing and honoring the classified employees for their caring and incalculable contributions to the children of Lakeside.

HUMAN RESOURCES

- 3.1 **Adoption** is requested of Personnel Assignment Order No. 2020-10.
- 3.2 **Approval** is requested of a Declaration of Need for Fully Qualified Educators, as the District is in need of highly-qualified teachers with CLAD, BCLAD and limited assignment permits for the 2020-2021 school year.

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/Ratification** is requested of the following annual contracts for the 2019-20 school year: A) 3 Chords, Inc. dba: Therapy Travelers (Special Education); B) Amplify Music Therapy (Special Education); C) Math Transformations (LMS); D) New Bridge School (NPS); E) Sierra Academy of San Diego (NPS); and F) Springall Academy (NPS) (*Goals #1, 2 & 3*)
- 4.3 **Approval** is requested of the Schedule No. 5 to the Master 4-year lease agreement with Apple Financial Services for new iPads, Mosyle Manager, and Logitech Cases at a cost of \$508,718 with 0.9% interest. (*Goal #1*)
- 4.4 **Approval** is requested to accept quote prices from Galasso Bakery for 2020-2021 school year.
- 4.5 **Approval** is requested to renew contract #FS-2019/20DF with Gold Star Foods, Inc. for an additional one-year period from July 1, 2020 to June 30, 2021 at a cost increase of 1.79% to current food prices.
- 4.6 **Approval** is requested to extend the renewal with Domino's Pizza for an additional one-year period from July 1, 2020 to June 30, 2021.
- 4.7 **Approval** is requested to renew contract #FS-2018/19FP with American Produce for an additional one-year period from July 1, 2020 to June 30, 2021
- 4.8 **Approval** is requested of a Side Letter of Agreement with the California School Employees Association, Lakeside Chapter 240 related to the COVID-19 emergency.
- 4.9 **Acceptance** is requested of the following donations to the District: A) \$7,500 grant from the San Diego Hunger Coalition to the District; B) \$500 from Larry and Margaret Schweer, and \$100 from Barbara Bernardi to LMS' Outdoor School in honor of Barbara Wise; C) \$500 from San Diego Foundation to LMS' FFA program; and D) \$100 from Music in the Park to LMS' Show Choir program.

POLICIES, REGULATIONS & BYLAWS

- 5.1 **Adoption** is requested of Board Policy and Administrative Regulation 6142.2: World Language Instruction.
- 5.2 **Adoption** is requested of Board Bylaw 9400: Board Self Evaluation.

J. INFORMATIONAL ITEM

1. Enrollment Report for Month 8, ending April 3, 2020
2. Quarterly Investment Reports, San Diego County Treasury Investment Pool, as of quarter ended on March 31, 2020

K. DISCUSSION

1. *First Reading* of Board Policy and Administrative Regulation 5145.3: Nondiscrimination/ Harassment
2. *First Reading* of Board Policy and Exhibit: Parental Notifications.

L. 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.

M. ADJOURNMENT

Respectfully Submitted,

Andrew S. Johnsen, Ed.D.
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.

Public Notice for the Financial Provisions of the Collective Bargaining Agreement

At the regular board meeting of May 14, 2020, the Board of Trustees will conduct a public hearing to receive input on the financial provisions of the proposed collective bargaining agreement for the Lakeside Teachers Association required by Government Code §3547.5. The approximate total combined cost to the district is \$1,508. The major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

The public hearing will be held on Thursday, May 14, 2020 in the District Administration Center of the Lakeside Union School District, 12335 Woodside Avenue, Lakeside, California.

May 5, 2020

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

Schools of Arts and Sciences

12335 Woodside Avenue • Lakeside, California 92040
DISTRICT OFFICE 619.390.2600 • FAX 619.561.7929 • <http://www.lsusd.net/>

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 14, 2020

Agenda Item:

Disclosure of Collective Bargaining Agreement for Lakeside Teachers Association (LTA).

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

Government Code 3547.5 requires local educational agencies to publicly disclose the provisions of all collective bargaining agreements before entering into a written agreement. The major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Fiscal Impact (Cost):

Approximately \$1,508

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/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 

Disclosure of Collective Bargaining Agreement

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In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

Lakeside Union School District

Name of Bargaining Unit: Lakeside Teachers Association Certificated: X Classified: _____

The proposed agreement covers the period: Beginning: 7/1/2019 Ending: 6/30/2020

This agreement will be acted upon by the Governing Board at its meeting on: May 14, 2020
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2019 - 2020		Year 2 20 - 20		Year 3 20 - 20	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement							
2. Salary Schedule - Increase (Decrease)	\$0.00						
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$0.00	\$1,258.00					
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.		\$250.47					
5. Health/Welfare Benefits - Increase (Decrease)							
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$0.00	\$1,508.47		\$0.00		\$0.00	
7. Total Number of Represented Employees		1.00					
8. Total Compensation Cost for Average Employee - Increase (Decrease)		\$1,508.47					

Impact on other Funds: There are no fiscal impact to other funds.

A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

Color Guard is added to the performing arts programs eligible to receive an annual stipend according to the performance rubric. The maximum stipend

Based on number of performances is \$1,258. This stipend is effective for the 2019-2020 school year, paid in June 2020.

Article 19 on Summer School adds a compensation section to define summer compensation as 1/7 of the teacher's daily rate per hour.

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

Bereavement leave is updated to allow 5 workdays of leave for the death of immediate family regardless of travel and also defines immediate family.

Professional learning community (PLC) section has additional language which notes the District will attempt to minimize wait times for teachers at early release sites.

Speech Language Pathologists are supported with 3 release days for IEP meetings. This has a fiscal impact of approximately \$4,700 per year.

An Extended School Year (ESY) section is added to article on Summer School with similar wording with the exception of selection of teachers not including Groups A and B based on prior year summer teaching and compensation for ESY teachers shall be 2/3 of the daily rate per full day of ESY worked.

The Summer School article revises the sick leave section for the one day of earnable sick leave to be accumulated as one regular school day.

C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

There are no staff reductions or program reductions/eliminations required or as a result of the settlement.

D. What contingency language is included in the proposed agreement?

Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

This agreement completes negotiations for the three-year contract period for years 2019-2020, 2020-2021, and 2021-2022 with annual re-openers for 2020-2021 and 2021-2022. Re-openers include compensation and benefits, two additional articles of each party's choice, and additional articles by mutual agreement.

E. Source of Funding for Proposed Agreement**1. Current Year**

Funding for the limited fiscal impacts of the agreement is from the General Fund.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Any future year impact will also be funded by the General Fund.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

The General Fund will continue to fund the limited fiscal impact of this agreement.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

Page 4 of 7

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$60,362,585
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,806.03
d. State Standard Minimum Reserve Amount for this District (Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)	\$1,810,877.54

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,810,877.54
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$6,482,598.71
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$240.61
e. Total District Budgeted Unrestricted Reserves	\$8,293,716.86

3. Do unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

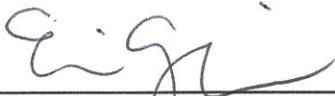
G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

District Superintendent
(Signature)

Date



Chief Business Official
(Signature)

5-5-2020
Date

Contact Person: Miranda Durning Telephone No.: 619-390-2604

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: 5/14/2020
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of 03/12/2020	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
LCFF Sources (8010-8099)	44,694,320			44,694,320
Remaining Revenues (8100-8799)	13,527,015			13,527,015
TOTAL REVENUES	58,221,335	0	0	58,221,335
EXPENDITURES:				0
1000 Certificated Salaries	24,820,937	5,578		24,826,515
2000 Classified Salaries	8,780,212			8,780,212
3000 Employee Benefits	17,938,737	640		17,939,377
4000 Books and Supplies	2,042,062			2,042,062
5000 Services and Operating Expenses	6,752,697			6,752,697
6000 Capital Outlay	165,989			165,989
7000 Other	(144,266)			(144,266)
TOTAL EXPENDITURES	60,356,367	6,218	0	60,362,585
OPERATING SURPLUS (DEFICIT)	(2,135,032)	(6,218)	0	(2,141,250)
OTHER SOURCES AND TRANSFERS IN	0			0
OTHER USES AND TRANSFERS OUT	0			0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(2,135,032)	(6,218)	0	(2,141,250)
BEGINNING BALANCE	11,222,675			11,222,675
CURRENT YEAR-ENDING BALANCE	9,087,643	(6,218)		9,081,426
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	85,000			85,000
Restricted (9740)	402,949			402,949
Committed (9750/9760)	0			0
Assigned (9780)	300,000			300,000
Reserve Economic Uncertainties (9789)	1,810,691	187		1,810,878
Unassigned/Unappropriated (9790)	6,489,003	(6,404)		6,482,599

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

The total cost includes the compensation changes for the bargaining unit as well as the fiscal impact of additional release time coverage paid to substitute teachers.

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.
- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements on page 4 (supplement).
- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year and Year 2*.
- Any time a contract is reopened with a financial impact on "any area of compensation," a disclosure of the proposed agreement must be made.
- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.
- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.
- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

- a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any "one-time" bonuses or payments that were paid in prior year, if applicable.
- b. \$: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
- c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

2. Salary Schedule

- a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
- b. \$: Enter the annual \$ amount of the proposed change in the *Salary Schedule*.

3. Other Compensation

Description: Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or \$200/employee. For Year 2 and Year 3, explain in "Comments" section, if applicable.

- a. Cost Prior to Proposed Agreement: Enter the amount from Line 2(a).
- b. \$: Enter the annual amount of the proposed change in *Other Compensation*.
- c. %: Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

4. Statutory Benefits

- a. Cost Prior to Proposed Agreement: Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
- b. \$: Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule*, *Step and Column*, and *Other Compensation* reported on Line 1(b) through Line 3(b).
- c. %: Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

5. Health/Welfare Benefits

- a. Cost Prior to Proposed Agreement: Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
- b. \$: Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
- c. %: Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

6. Total Compensation

- a. Cost Prior to Proposed Agreement: Total Lines 3(a), 4(a), and 5(a).
- b. \$: Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
- c. %: Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

7. Total Number of Represented Employees

Enter the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

8. Total Compensation Cost for Average Employee

- a. Cost Prior to Proposed Agreement: Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
- b. \$: Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
- c. %: Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 14, 2020

Agenda Item:

Ratification of new three-year successor agreement for the period, July 1, 2019 through June 30, 2022 between the District and the Lakeside Teachers Association (LTA).

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

Approval of Tentative Agreement with LTA. The Tentative Agreement settles all negotiations for 2019-20.

Fiscal Impact (Cost):

Costs included in the Collective Bargaining Disclosure documents.

Funding Source:

Fund 01: General Fund, Fund 12: Child Development

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 

**Tentative Agreement
between the
Lakeside Union School District
to the
Lakeside Teachers Association**

April 29, 2020

The Lakeside Union School District ("District") and the Lakeside Teachers Association ("LTA") have reached for a new three (3) year successor Agreement ("Agreement") for the period of July 1, 2019 through June 30, 2022. This Agreement is subject to ratification by the District's Governing Board.

The Parties agree to amend the 2016-2019 Agreement as follows:

ARTICLE 1: AGREEMENT

Status Quo Except Replace 1.3 as follows:

1.3 This Agreement shall remain in full force and effect from the date of final ratification by both parties through and until June 20, 2022.

[No other changes.]

ARTICLE 2: RECOGNITION

[No changes.]

ARTICLE 3: DEFINITIONS

Status Quo Except Replace 3.1 as follows:

3.1 "DAY" - shall mean any day teachers are required to be on duty unless another definition of "day" is specifically included in any article of this Agreement for purposes of that article(s).

ARTICLE 4: MANAGEMENT RIGHTS

[No changes.]

ARTICLE 5: ASSOCIATION RIGHTS

Include updated Article 5 contained in the Amendment to the Agreement ratified by the Governing Board on May 10, 2018.

[No other changes.]

ARTICLE 6: GRIEVANCE PROCEDURE

Include updated Article 6 contained in the Amendment to the Agreement ratified by the Governing Board on May 10, 2018.

[No other changes.]

ARTICLE 7: LEAVES OF ABSENCE

Include updated Article 7 contained in the Amendment to the Agreement ratified by the Governing Board on April 4, 2019.

Replace 7.10 with the following:

7.10 BEREAVEMENT LEAVE. A regular employee shall be granted necessary leave of absence without loss of pay not to exceed five (5) workdays on account of the death of a member of the employee's immediate family.

No deduction shall be made from the salary of an employee granted such leave, nor shall such leave be deducted from other leaves granted by the Board. All bereavement leave must be properly certified by the immediate supervisor and/or the Assistant Superintendent.

Immediate family members are husband/wife, mother/father, sister/brother, son/daughter, mother-in-law/father-in-law, grandfather/grandmother, son-in-law/daughter-in-law, foster child, step-parent, step-child, and any relative residing in the employee's household. Appropriate documentation may be required.

[No other changes.]

ARTICLE 8: EVALUATION AND DISCIPLINE

[No changes.]

ARTICLE 9: SAFETY CONDITIONS OF EMPLOYMENT

Include updated Article 9 contained in the Amendment to the Agreement ratified by the Governing Board on April 4, 2019.

[No other changes.]

ARTICLE 10: TRANSFERS AND REASSIGNMENTS

[No changes.]

ARTICLE 11: HOURS OF EMPLOYMENT

Include updated Article 11 contained in the Amendment to the Agreement ratified by the Governing Board on April 4, 2019.

Revise 11.1.5 as follows:

11.1.5 District may convene District-wide professional learning community sessions that start after the latest school is dismissed up to four (4) times per school year. The District shall attempt to schedule these meetings to minimize wait time for teachers working at early release schools.

[No other changes.]

ARTICLE 12: CLASS SIZE

Include updated Article 12 contained in the Amendment to the Agreement ratified by the Governing Board on May 10, 2018.

[No other changes.]

ARTICLE 13: PART-TIME EMPLOYMENT WITH FULL-TIME RETIREMENT CREDIT

Include updated Article 13 contained in the Amendment to the Agreement ratified by the Governing Board on April 4, 2019.

[No other changes.]

ARTICLE 14: EARLY RETIREMENT INCENTIVE

[No changes.]

ARTICLE 15: COMPENSATION AND BENEFITS

Include updated Article 15 contained in the Amendments to the Agreement ratified by the Governing Board on April 4, 2019 and May 10, 2018.

15.1 SALARY

[Status quo, except to reflect the Amendments to the Agreement ratified by the Governing Board on April 4, 2019 and May 10, 2018.]

Delete 15.2 - 15.2.4 and replace with the following:

15.2 Annual Stipends

Recipients shall be assigned at the Payer's discretion as follows:

Stipend Name	Annual Amount	Payer
District Event Chairperson (Jr. Olympics, Run for the Arts, etc.)	\$524	District
District Mandated Site Coordinator (SST, 504, CAASPP)	\$210	District
District Task Force/Standing Committee Member, each member of a standing committee must attend 4-8 meetings to	\$315	District

receive the stipend. Anything over 8 meetings will trigger an additional \$50 per meeting attended.		
Future Farmers of America (FFA) Advisor	\$1,200	District
Head Teacher Extended School Year (Sites with Five or More ESY classrooms trigger the higher Head Teacher stipend)	\$315/\$524	District/ Site
Middle School ASB Advisor (in lieu of ASB prep period)	\$1,573	District
PAR Consulting Teacher	\$1,018	District
Performing Arts Teacher, paid on a sliding scale (using a District leadership team designated rubric, below)	\$210-\$1,258	District
Safety Patrol Coordinator	\$210	Site
Special Education Teachers (excludes any position already receiving additional compensation on the salary schedule)	\$509	District
Substitute Coverage 6-8	\$26.21 per period	District
Substitute Coverage TK - 5 (For minimum of 15 min. Up to ½ day)	\$31.46 per period	District
Substitute Coverage TK - 5 (for over ½ day)	\$62.91 per teacher	District
Teacher of the Year: California	\$4,194	District
Teacher of the Year: District	\$262	District
	\$262	LTA
Teacher-In-Charge at elementary schools with enrollment above 650	\$1,222	District
Teacher-In-Charge TDS, LMS, and EH (If 6 classes or less)	\$682	District
Teacher-In-Charge at elementary schools with enrollment under 650	\$944	District

The payer shall have sole discretion to determine whether stipend recipients may be allowed to share the responsibilities and compensation associated with a stipend.

Performing Arts Teacher Annual Stipend - Rubric

Teachers responsible for the following performing arts programs at elementary and middle schools are eligible for this stipend:

- Chorus
- Dance
- Drama
- Music
- Color Guard

Please note: only one stipend per teacher and one stipend per performing group will be paid annually. If teachers share responsibility for one performing group, the stipend will be split evenly per participating teacher.

Teachers that are not compensated separately at the teachers' extra hourly rate for performing arts programs shall receive an annual stipend based on the total number of performances held outside of school hours each school year, according to the chart below:

Number of Performances Per Year	Stipend Amount
1-2	\$210
3-4	\$472
5-7	\$821
8 or more	\$1,258

Daily & Hourly Rates

Daily	
Extra Period/Extended Day	1/7 of teacher's daily rate
Hourly	

Staff Development Presenter/Preparation/Attendance	\$32.09
Curriculum Writing	\$32.09
Saturday School/Tutoring/Explorations/Jr. Olympics	\$32.09
After School Teaching (e.g. GATE, Intervention)	1/7 of teacher's daily rate

Other District Support

Elementary Combo Class Teacher	1 day release or 1 day sub pay per Trimester for planning combination class instruction	District
IEP Meetings - Sub Coverage at each site	3 sub days per Specialized Academic Instructor or Speech Language Pathology Case Manager, per school year, for Gen Ed (and if needed for Special Ed teacher) teacher coverage for IEPs	District

Services not included above shall be compensated at a rate mutually agreed to by the District and the Bargaining Unit.

Hourly rate and stipends listed above tied to percentage of any negotiated salary increase. Master's stipends are not tied to any negotiated salary increase and are \$775 annually.

15.2.1 Reimbursement for Teacher Induction Training: To be eligible for District reimbursement under this section, the bargaining unit member must submit to the Human Resources Department:

- (i) Proof that the bargaining unit member is currently enrolled in the San Diego County Office of Education Teacher Induction Training program and on-track to successfully complete the program; and
- (ii) Proof of payment to the San Diego County Office of Education and an invoice for such training.

After receipt of the aforementioned documentation, the District shall reimburse bargaining unit members as follows:

- \$1,000 in October after receipt of the aforementioned documentation;
- \$1,000 in the following October, one year after the initial reimbursement payment and receipt of the updated aforementioned documentation;
- \$1,000 in the following October, one year after the second reimbursement payment and receipt of the updated aforementioned documentation;

- \$1,000 in the following October, one year after the third reimbursement payment; and
- \$1,000 in the following October, one year after the fourth reimbursement payment.

In all cases, the amount of total reimbursement shall not exceed \$5,000, and shall not exceed the amount actually paid by the bargaining unit member for the San Diego County Office of Education Teacher Induction Training program. To be entitled to such reimbursement, the bargaining unit member must be employed in a teaching position with the District, must successfully complete the San Diego County Office of Education Teacher Induction Training program, and must be actively enrolled in the San Diego County Office of Education Teacher Induction Training on or after April 4, 2019.

15.2.2 All Bargaining Unit members who are approved for less than 100% FTE shall receive salary based on the percentage of time worked.

Replace 15.3 - 15.3.1 with the following:

15.3 SALARY PROVISIONS

Unit members shall progress on the salary schedule according to the regulations set forth in this section.

15.3.1 Initial Placement on the Salary Schedule:

Initial placement on the Salary Schedule is based upon any year(s) of credited outside teaching experience, years of former District teaching experience, and degree(s) and earned hours of formal education at an accredited institution of higher learning.

Unit members shall be granted credit for teaching experience and for degree(s) and earned hours of formal education for initial placement on the salary schedule conditioned upon the following:

- a. Teaching experience outside the District, as well as former teaching experience in the District, will be credited up to a maximum of ten (10) years. One (1) step on the salary schedule is allowed for each year of teaching experience where the teacher actually worked full time for at least seventy-five percent (75%) of the assigned full-time school year in a school where the teacher possessed a regular public-school teaching credential.
- b. For initial placement on the salary schedule, teaching experience need not have been within the ten (10) years prior to employment with the District. Teaching experience outside the District must be verified from previous employers giving dates of service by school year. Currently employed unit members eligible to move up on the salary schedule based on teaching experience that was outside of the ten (10) year period prior to employment with the District are no longer

eligible for an increase in pay based on this provision. (Historical Note: commencing April 4, 2019 eligible unit members had a six-month window during which they could submit documentation supporting upward movement on the salary schedule, effective July 1, 2017; prior to April 4, 2019 no credit was given for teaching experience before the ten (10) years prior to District employment).

- c. The unit member shall be required to file official college transcripts with the Human Resources Department in order to verify initial salary placement and to verify salary schedule advancement. Such transcripts shall be filed within 90 calendar days following the effective date of the salary placement. If a transcript is submitted after the effective date, but before October 1, the employee shall be provided an increase retroactive to the effective date. If a transcript is submitted after September 30, but before January 1 of the following calendar year, the employee shall be provided a non-retroactive increase as of the first day of the month following the date the transcript is received. If a transcript is submitted on or after January 1 of the following calendar year, the employee shall be provided an increase as of the beginning day of the next contract.
- d. Units and degrees accepted by the District for placement on the salary schedule must be from institutions approved by the Western Association of Universities and Colleges or an equivalent accreditation organization.
- e. Upon initial placement on the salary schedule, Speech Language Pathologists and Nurses shall receive up to ten (10) years of credit toward initial placement on the salary schedule for previous clinical experience. One (1) step on the salary schedule is allowed for each year of clinical experience where the eligible employee actually worked full time for at least seventy-five percent (75%) of the applicable work year. Clinical experience must be verified by previous employers. Currently employed unit members eligible to move up on the salary schedule based on clinical experience are no longer eligible for an increase in pay based on this provision. (Historical note: currently employed unit members eligible to move up on the salary schedule based on clinical experience had a six month window from April 4, 2019 to October 3, 2019 during which they had to submit verification of experience to Human Resources. Prior to April 4, 2019 no credit for clinical experience was provided toward salary schedule advancement.)

[No other changes.]

15.7 PHYSICAL EXAMINATION

[No changes.]

15.8 INSTRUCTIONAL MATERIALS ALLOWANCE

[No changes except those contained in the Amendment to the Agreement ratified by the Governing Board on April 4, 2019.]

Revise 15.9.1.2 as follows:

15.9 BENEFITS

15.9.1 Employee Health Benefits

15.9.1.2 Delete existing 15.9.1.2 and replace with the following:

15.9.1.2 The District shall provide the following maximum contribution for medical benefit coverage to each eligible unit member as follows:

[No changes.]

Replace 15.9.2 with the following:

15.9.2 Employee Dental Benefits

The District shall contribute up to a maximum of \$449.00 annually in any twelve-month period, or prorated portion thereof, to the total cost of dental coverage provided under this Agreement on behalf of each eligible unit member who is entitled to receive such benefits. Any amounts in excess of the maximum District contribution shall be paid for by the unit members by monthly payroll deduction in equal monthly amounts. Such coverage is for the eligible employee only.

[No other changes.]

ARTICLE 16: PAYROLL DEDUCTIONS

Revise Article 16 as follows:

16.3 – Service Fee - [Delete.]

16.4 – Religious Objection - [Delete.]

16.3 The District agrees to remit to the Association all sums deducted by the District pursuant to paragraph 16.2 of this Article. Upon request, the District shall provide the Association with an alphabetical list of members categorizing such employees as or non-members of the Association and indicating any personnel changes from such list previously provided to the Association.

16.4 The Association agrees to furnish without charge any information needed by the District to fulfill the provisions of this Article. Any dispute as to the lawfulness of dues deductions shall be between individual unit members and the Association.

16.5 The Association shall indemnify, defend, and hold the District, its officers and/or employees harmless from any claims and/or lawsuits related to the District's compliance with its obligations set forth in this Article including related attorney fees, costs, charges, fees, awards and damages arising out of any such action commenced against the District; provided, however, that the Association shall have the right to determine whether to defend, settle in whole or in part and/or appeal such claim and/or lawsuit. The District will notify the Association in writing of any matter commenced against the District, its officers and/or employees related to the matters covered in this Article within thirty (30) days of service upon the District.

16.8 [Delete entirely.]

[No other changes.]

ARTICLE 17: CONCERTED ACTIVITIES

[No changes.]

ARTICLE 18: SAVINGS CLAUSE

[No changes.]

ARTICLE 19: SUMMER SCHOOL [Delete entire article.]

Replace existing Article 19 with the following:

ARTICLE 19: SUMMER PROGRAMMING

19.1 SUMMER SCHOOL

This section applies to summer school classroom teaching positions requiring a credential and open to students District-wide (excluding extended school year and discretionary programs):

19.1.1 SELECTION OF TEACHERS. Selection and assignment of teachers and other positions that are staffed by unit members shall be the responsibility of the Superintendent or designee, who shall select and appoint in accordance with the following guidelines: Two groups, those that did not teach the previous year (Group A) and those that taught last year (Group B).

19.1.2 PREFERENCE TO UNIT MEMBERS. Certificated employees on a full-time contract and who have served at least sixty-seven percent (67%) of the current contract year shall be given first preference over other teachers of the District. Certificated employees of the District shall be given preference over individuals outside the District for summer school assignments. A current evaluation of "effective" is required for summer teaching.

19.1.3 CRITERIA FOR SELECTION. Teachers shall be selected from the two groups specified in 19.1 with Group A receiving first consideration. Subsequent considerations shall be given to Group B. In those circumstances, within group, where employees have equal or nearly equal qualifications and experience, preference shall be given to the one with the greater number of years.

The following criteria shall be considered when making specific teaching assignments: (1) recent experience in subject or grade level; (2) credential; (3) major; and (4) minor.

19.1.4 OFFERS. Offers of summer employment shall be subject to sufficient student enrollment to offer and maintain the class(es) to which the unit member is assigned.

19.1.5 APPEALS. All appeals must be made to the Superintendent or designee. The Grievance procedure applies except that the outside arbitration phase shall be waived unless both parties agree to request such arbitration.

19.1.6 UNSATISFACTORY RATING. If the Superintendent, designee, summer school administrator, or site principal determines that the summer performance of a selected teacher is unsatisfactory, such determination shall be given in writing and in a conference. An employee so designated shall not be selected to teach summer school for at least three successive years.

19.1.7 SICK LEAVE: Each summer school employee who works 4.5 hours per day, four (4) days per week, for at least four (4) weeks shall be entitled to one (1) day (4.5 hours) sick leave for illness. If not used during summer school, such sick leave shall be accumulated as one (1) of a regular (Article 11.1) school day. Employees sharing an assignment of at least 4.5 hours per day, four (4) days per week, for at least four (4) weeks shall proportionately share the one (1) (4.5-hour) sick day.

19.1.8 COMPENSATION: Summer School Teachers shall be compensated at 1/7 of the teacher's daily rate per hour.

19.2 EXTENDED SCHOOL YEAR (ESY)

19.2.1 SELECTION OF ESY TEACHERS. Selection and assignment of District ESY teachers and other ESY positions that are staffed with unit members shall be the responsibility of the Superintendent or designee. District certificated employees on a full-time contract, who have served at least sixty-seven percent (67%) of the current contract year and have an overall rating of "effective" on his/her most recent evaluation shall be given preference over other teachers of the District. Certificated employees of the District shall be given preference over other individuals.

19.2.2 APPEALS. All appeals regarding ESY assignments must be made to the Superintendent or designee. The Grievance procedure applies except that the outside arbitration phase shall be waived unless both parties agree to request such arbitration.

19.2.3 UNSATISFACTORY RATING. If the Superintendent or designee, ESY administrator, or site principal determines that the ESY performance of a selected teacher is unsatisfactory, such determination shall be given in writing and in a conference. An employee so designated shall not be selected to teach ESY for at least three successive years.

19.2.4 WORK SCHEDULE: Full-time ESY teachers work four and one half (4.5) hours per day and throughout the entirety of ESY. Each full-time ESY teacher shall receive one (1) four and one-half (4.5) hour workday before the commencement of ESY for preparation. Shared or split ESY assignments will not receive preference.

19.2.5 COMPENSATION: ESY teachers shall be compensated two-thirds ($\frac{2}{3}$) of their daily rate per full day of ESY actually worked.

19.2.6 SICK LEAVE: Each full assignment ESY employee shall be entitled to one (1) day (4.5 hours) sick leave for illness. If not used during ESY, such sick leave shall be accumulated as one (1) regular

school day (Article 11.1). Employees sharing an ESY assignment shall proportionately share the one (1) (4.5 hour) sick day.

19.3 DISCRETIONARY SUMMER PROGRAMS

This section applies to discretionary summer program positions that are filled with a certificated employee.

19.3.1 SELECTION OF TEACHERS FOR POSITIONS REQUIRING A CREDENTIAL: First preference shall be given to District employees on a full-time contract who have served at least sixty-seven percent (67%) of the current contract year and have an overall rating of “effective” on his/her most recent evaluation and hold the requisite credential . Preference shall be given to other certificated District employees who have an overall rating of “effective” on his/her most recent evaluation over certificated individuals who are not employed by the District.

19.3.2 COMPENSATION: Absent a written agreement to the contrary or a designated rate in Article 15, above, teachers shall be compensated at 1/7 of the teacher's daily rate per hour performing discretionary summer work in the same subject area as their regular teaching assignment. For discretionary summer program work outside of their regular assignment, teachers shall be compensated at the “Saturday School/Tutoring/Explorations/Jr. Olympics” hourly rate set forth in Article 15 above.

[Modify table of contents to reflect this article change. No other changes.]

ARTICLE 20: WORK YEAR

Replace Article 20 with the following:

The number of duty days per school year for members employed in the Special Education Infant Program shall be two hundred four (204) per school year. The number of duty days per school year for other members of the unit shall be one hundred and eighty-four (184) days. So long as such duty days are not reduced from one hundred eighty-four (184), for instance due to furloughs, non-Special Education Infant Program teachers shall have one and one half (1.5) non-student days for teacher classroom preparation. The District shall form a Calendar Committee to advise the Governing Board regarding matters related to the District calendar. The Association shall appoint a representative to serve on the calendar committee. The work calendar including teaching days, workshop days, professional growth days, parent conference days, and other duty days shall be negotiated by the parties annually.

[No other changes.]

ARTICLE 21: EFFECT OF AGREEMENT

[No changes.]

ARTICLE 22: COMPLETION OF NEGOTIATIONS

Revise Article 22 as follows:

22.1 The District and the Association agree that the terms of this Agreement in negotiations for the 2019-2020, 2020-2021, and 2021-2022 school years shall represent the full and complete understanding and commitment between the parties for those three years with no exception.

22.2. The District and the Association mutually agree that the terms of this Agreement shall be in full settlement of all issues and/or subjects which were, could have been, or may be the subject of negotiating for the 2019-2020, 2020-2021, and 2021-2022 school years except for the specific limited re-openers for the 2020-2021 and 2021-2022 school years as expressly authorized in Article 23. The District has the right to act on any matter in those three school years as long as it does not violate the terms of this Agreement.

22.3 Any policies and practices of the District in conflict with or inconsistent with the terms of this Agreement in negotiations may be deleted by the District. The District may amend, change, delete or adopt policies and practices as long as those policies and practices do not violate the terms of this Agreement.

[No additional changes to Article 22.]

ARTICLE 23: TERM

Revise Article 23 as follows:

23.1 This Agreement shall remain in full force and effect from the date of final ratification by both parties through and until June 30, 2022.

23.2 The District and the Association agree that there shall be re-opener negotiations on compensation and Benefits and two (2) additional or new Articles of each party's choice during negotiations for the

2020-2021 and 2021-2022 school years; however, the parties may reopen additional existing or new Articles by mutual agreement. Reopener negotiations will commence on or after April 14 during the 2020-2021 and 2021-2022 school years unless the parties mutually agree to commence negotiations before April 14.

[No other changes.]

ARTICLE 24: PRESCHOOL TEACHERS

[No changes.]

APPENDIX I.

Include the current salary schedule(s) at Appendix I.

[No other changes]

APPENDIX II. GRIEVANCE FORMS

[No changes.]

APPENDIX III. CERTIFICATED EVALUATION

[No changes.]



APPENDIX IV. PEER ASSISTANCE AND REVIEW (PAR)

Include updated Appendix IV: Peer Assistance and Review (PAR) contained in the Amendment to the Agreement ratified by the Governing Board on May 10, 2018.


[No other changes.]

[SIGNATURE PAGE FOLLOWS]

Page 16 of 17

LUSD  LTA 

This Agreement fully resolves successor agreement negotiations between the Parties for the period of July 1, 2019 through June 30, 2022 and is subject to ratification by the District's Governing Board.


For the Lakeside Teachers Association

4/29/20
Date


For the Lakeside Union School District

4-29-2020
Date

Date Ratified by the Governing Board: _____

Administration:

ANDY 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.

NOTICE OF PUBLIC HEARING

At the regular meeting on May 14, 2020, the Board of Trustees will conduct a public hearing to receive input from the public regarding the Title VI Indian Education Formula Grant. This program provides academic support for any student of Indian descent.

The public hearing will be held on May 14, 2020, at the Lakeside Union School District Administrative Center, 12335 Woodside Avenue, Lakeside, California.

May 7, 2020

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

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/14/20

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 April 23, 2020

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ Informational

☐ Discussion

☐ Approval

☒ Adoption

☐ Denial

☐ Ratification

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

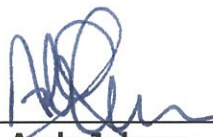
Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa DeRosier, Executive Assistant



Dr. Andy Johnsen, Superintendent

Administration:

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



Board of Trustees:

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

Minutes of the Regular Meeting of the Board of Trustees

April 23, 2020
District Administrative Center

- | | |
|---|------------------------------|
| A. The regular meeting of the Lakeside Union School District Board of Trustees was called to order on Zoom at 5:00 p.m. by Holly Ferrante, President, with the following members present: Bonnie LaChappa, Vice President; Andrew Hayes, Clerk; Dr. Rhonda Taylor, Member; and John V. Butz, Member. Also in attendance were Dr. Andrew Johnsen, Superintendent; Dr. Kim Reed, Assistant Superintendent; and Erin Garcia, Assistant Superintendent. Lisa DeRosier was present to record the minutes. | Call to Order |
| B. At 5:02 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, Stacy Coble, regarding the Lakeside Teachers Association, pursuant to Government Code §54957.6; Public Employee Discipline/Dismissal/Release, pursuant to Government Code §54957; and Conference with Legal Counsel – Initiation of Litigation (4 cases) pursuant to Government Code §54956(d)(4). | Closed Session |
| C. At 6:02 p.m. President Ferrante called the regular meeting to order. She welcomed guests, and reported on the closed session items as follows: | Welcome |
| 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. | Closed Session Report |
| 2. No action was taken on Conference with Labor Negotiator, Stacy Coble, regarding negotiations with the Lakeside Teachers Association, pursuant to Government Code §54957.6. | |
| 3. No action was taken on Public Employee Discipline/Dismissal/Release, pursuant to Government Code §54957. | |
| 4. No action was taken on Conference with Legal Counsel – Initiation of Litigation (4 cases) pursuant to Government Code §54956(d)(4). | |
| The pledge of allegiance was led by President Ferrante. | Flag Salute |
| D. 1. Dr. Johnsen and each member of the Cabinet presented an update on their portion of the COVID-19 public health emergency. | COVID-19 Presentation |
| 2. <u>It was moved by</u> Member Butz and seconded by Vice President LaChappa to adopt Resolution No. 2020-16, approving school closure and delegating authority to Superintendent regarding the District's response to the COVID-19 public health emergency. Motion carried 5:0 (<u>Ayes:</u> Butz, Ferrante, Hayes, LaChappa, Taylor). | Adopt Resolution No. 2020-16 |

- E. Clerk Hayes thanked the parents and community members for being patient with us as we get this new system up and running and to our students. He has heard a lot of great things. It's a whole new world for us. Thank you to teachers and admin for putting this all together. We'll get through it and looking forward to a bright future.

Trustee's Reports
and Comments

Member Taylor commented that we have done a lot of "sail adjusting." All of our employees have stepped up for our kids. She is so appreciative of everybody.

Member Butz thanked the food service staff. Kudos to everyone for stepping up. Our new venues are very different than what we're used to. Transitioning to an online platform is a completely different nuance. There has been a lot of work that goes on behind the scenes for the final product to come out as well as it has.

Vice President LaChappa is aware of all the work that goes on behind the scenes. She is hearing good, positive comments about all the things we're doing. It's not perfect, but at least we've been doing stuff right from the beginning. She hopes this will all settle down and we can go back to somewhat normal.

President Ferrante thanked the staff and the district who have worked so hard. This has been a difficult transition: difficult for teachers to have to learn a new way of teaching; students learning a new way of learning; and parents learning a new way of supporting their students. We're not all in the same boat, we're in the same storm. She hopes we can recognize that and be kind!

- F. There were 6 requests to speak to the Board regarding layoffs.

Public Comments

- G. President Ferrante opened a public hearing to receive input pursuant to Government Code Education Code §3547(a) regarding a proposal from the California School Employees Association, Lakeside Chapter 240 to the District related to the CoronaVirus (COVID-19) epidemic. Hearing no comments, the public hearing was closed.

Public Hearing

- H. It was moved by Vice President LaChappa and seconded by Member Butz to designate all Items of Business to the consent agenda. The motion carried unanimously to designate Items of Business 2.1, 2.2, 3.1, 3.2, 4.1, 4.2, 4.3, 5.1, 5.2, 5.3, 5.4, and 5.5 to the consent agenda.

Consent Agenda

- 1.1 It was moved by Vice President LaChappa 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 March 12, 2020.

Adopt Minutes

- 2.2 A motion to adopt Resolution 2020-14, declaring Wednesday, May 6, 2020 as Day of the Teacher in the Lakeside Union School District and expressing gratitude for their dedication and the instruction, care and support they provide the students, especially during these times of uncertainties.

Adopt Resolution
No. 2020-14

HUMAN RESOURCES

- 3.1 A motion to adopt Personnel Assignment Order No. 2020-9.

Adopt PAO

H. HUMAN RESOURCES (CONTINUED)

- | | | |
|-----|---|---------------------------------|
| 3.2 | A motion to adopt Resolution 2020-15, in the matter of the reduction of two (2) classified employees for the 2020-21 school year. | Adopt Resolution
No. 2020-15 |
|-----|---|---------------------------------|

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 adopt Resolution No. 2020-13, allowing temporary transfer of money between funds to meet the cash flow needs and obligations of the District. Amounts transferred shall be repaid in the same fiscal year or in the following fiscal year as stated. The resolution would be in effect for the remainder of fiscal year 2019-20 and the following fiscal year 2020-21. | Adopt Resolution
No. 2020-13 |
| 4.3 | A motion to approve the following annual contracts for the 2019-20 school year: A) ABA Education Foundation (NPS/ SpEd); B) All for Kidz, Inc. (Assembly, LV); C) Brenda Wilson (SpEd); D) Coast Music Therapy (SpEd); E) Community Schools San Diego; F) Nyhart Actuarial Services (Bus Services); G) Orange County Superintendent of Schools (Bus Services); H) RO Health (NPS/ SpEd); I) San Diego County Superintendent of Schools (Principal Leadership/Supt); J) Silvia Taraz (Bilingual Speech/Language – SpEd); K) Specialized Therapy Services (NPS/SpEd); L) Spot Kids Therapy (NPS/SpEd); M) Stein Center (NPS/SpEd); N) Verbal Behavior Associates (Therapy/SpEd); and O) Vista Hill (NPS/SpEd) | Approve Annual
Contracts |

POLICIES, REGULATIONS & BYLAWS

- | | | |
|-----|---|---------------------|
| 5.1 | A motion to adopt Board Policy and Administrative Regulation 0460: Local Control and Accountability Plan. | Adopt BP/AR
0460 |
| 5.2 | A motion to adopt Board Policy 0520: Intervention for Underperforming Schools. | Adopt BP 0520 |
| 5.3 | A motion to adopt Board Policy 4151/4251/4351: Employee Compensation. | Adopt BP 4151 |
| 5.4 | A motion to adopt Board Policy and Administrative Regulation 5123: Promotion/ Acceleration/ Retention. | Adopt BP/AR
5123 |
| 5.5 | A motion to adopt Board Policy 3600: Consultants. | Adopt BP 3600 |

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

- | | | |
|----|--|-----------------------------|
| I. | Erin Garcia presented the Enrollment Report for Month 7, ending March 6, 2020. She believes this will be the last enrollment report. | Enrollment
Report |
| J. | <ol style="list-style-type: none"> 1. First reading of Board Policy and Administrative Regulation 6142.2: World Language Instruction. The Board requested the policy come back next month for adoption. 2. First reading of Board Bylaw 9400: Board Self Evaluation. The Board requested the policy come back next month for adoption. | BP/AR 6142.2

BB 9400 |

- | | | | |
|----|-----|---|------------------|
| K. | 1A. | LTA President, Cathy Sprecco, commented that teachers are working harder than they ever have. They miss their classrooms and their students, but are embracing this new way of teaching with bumps. She feels this is way over our heads and we need to think about this long term. She would like teachers to be part of the planning. Parents are going to the school website versus the district website. We need to close the gap of the have and have nots for our students. We need to fix the problem sooner than later. | LTA President |
| | 1B. | CSEA President, Lisa Ford, commented on the monumental task that we have taken. It's been a crazy new world the past six weeks. She is unhappy with how the district handled CSEA's MoU for COVID. She believes all districts should work together to find the best path, as this MoU didn't need to be sunshine first. She feels classified is always taking a hit when it comes to lay-offs. | CSEA President |
| | 2A. | Erin Garcia, Assistant Superintendent, commented that bond projects continue to move forward such as the central kitchen renovation and parking lots at 4 school sites. We have been submitting plans electronically. We have a bid walk next week. | Erin Garcia |
| | 2B. | Dr. Kim Reed, Assistant Superintendent, commented that the LCAP has been postponed until December, but we are still in the works of creating the new LCAP. | . |
| | 2C. | Dr. Andy Johnsen, Superintendent, appreciates everyone's input and thoughts tonight. We're in a difficult time, with many hard decisions going forward. He has empathy for those who spoke tonight and knows the board feels the same way. We are a small but mighty team. He did a lot of reflecting recently and realized this is hard and he doesn't want to be in this, but these are things out of our control and influence. We need to take one day at a time and show each other respect. The professionalism in this district is second to none. | Dr. Andy Johnsen |
| L. | | 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 7:36 p.m. | Adjournment |

Andrew S. Johnsen, Ed.D.
Superintendent

Andrew Hayes
Clerk of the Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/14/20

Agenda Item:

Classified Employees Week Resolution #2020-17

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

Resolution #2020-17, recognizing and honoring the classified employees for their caring and incalculable contributions to the children of Lakeside.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ Informational

☐ Denial

☐ Discussion

☐ Ratification

☐ Approval

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

☒ Adoption

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa DeRosier, Executive Assistant



Dr. Andy Johnsen, Superintendent

Administration:

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



Board of Trustees:

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

RESOLUTION 2020-17
CLASSIFIED EMPLOYEES- WEEK
MAY 18-22, 2020

WHEREAS classified employees serve the children of Lakeside through their week at the Lakeside Union School District; and

WHEREAS classified employees assist the Lakeside Union School District in it's commitment to provide quality educational programs and services to the children, youth, and adults of Lakeside; and

WHEREAS classified employees, individually and collectively set an exemplary standard of performance and commitment; and

WHEREAS classified employees provide knowledge, skills, and expertise that are relied upon throughout the organization; and

WHEREAS classified employees deserve rightful recognition and public celebration of their caring, their deeds, and their incalculable contributions to the children of the Lakeside Union School District; Now, therefore, be it

RESOLVED, that the Lakeside Union School District Board of Education hereby expresses their gratitude and commends all classified school employees for their service to the Lakeside Union School District and joins the California State Legislature in designating the week of May 18-22, 2020, as **Classified School Employees Week**.

PASSED AND ADOPTED this 14th day of May 2020 by the Governing Board of the Lakeside Union School District of San Diego County, California.

Holly Ferrante, President

Bonnie LaChappa, Vice President

Andrew Hayes, Clerk

Dr. Rhonda Taylor, Member

John V. Butz, Member

Andrew S. Johnsen, Ed.D.
Superintendent

Igniting Passion in Today's Students for Tomorrow's Opportunities!

12335 Woodside Avenue • Lakeside, California 92040
DISTRICT OFFICE 619.390.2600 • FAX 619.561.7929 • <http://www.lsusd.net/>

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/20/20

Agenda Item:

Personnel Assignment Order 2020-10

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 May 14, 2020
Personnel Assignment Order – 2020-10**

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

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	Reason	Recommendation	Effective Date

E. Resignations:

Employee	Assignment/Location	Class/Step	Reason	Effective Date
Grady, Lynn	Teacher/Lemon Crest	F/25	Retire	6/30/20
Jenkins, Debra	Teacher/Lakeside Farms	F/33	Retire	6/13/20

F. 39-Month Reemployment:

Employee	Assignment/Location	Class/Step	Reason	Effective Date

G. Dismissals:

Employee	Assignment/Location	Class/Step	Effective Date

K. Layoff:

Employee	Location	Position	Reason	Effective Date

L. Resignations:

Employee	Location	Position	Reason	Effective Date
Eaton, Tom	Transportation	Mechanic	Retire	7/11/20

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.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/14/20

Agenda Item:

Declaration of Need for Fully Qualified Educators

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

The District is in need of highly-qualified teachers with CLAD, BCLAD and limited assignment permits for the 2020-2021 school year and a declaration form is necessary for the Commission on Teaching Credentialing.

Fiscal Impact (Cost):

N/A

Funding Source:

General Fund

Recommended Action:

☐ Informational

☐ Denial

☐ Discussion

☐ Ratification

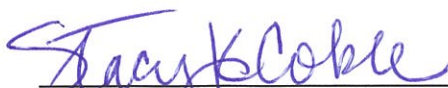
☒ Approval

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

Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Stacy Coble, HR Director


Dr. Andy Johnson, Superintendent



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

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

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020-21

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Lakeside Union District CDS Code: 037

Name of County: San Diego County CDS Code: 067

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 14 / 20 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

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

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

Stacy Coble  Director, HR
Name Signature Title

619-390-2661 619-390-2618 05/14/2020
Fax Number Telephone Number Date

12335 Woodside Ave, Lakeside, CA 92040
Mailing Address

scoble@lsusd.net
Email Address

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

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

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

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

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

Submitted by Superintendent, Director, or Designee:

Stacy Coble

Name



Signature

Director, HR

Title

619-390-2661

Fax Number

619-390-2618

Telephone Number

05/14/2020

Date

12335 Woodside Avenue, Lakeside, CA 92040

Mailing Address

scoble@lsusd.net

EMail Address

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

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit

Estimated Number Needed

CLAD/English Learner Authorization (applicant already holds teaching credential)

15

Bilingual Authorization (applicant already holds teaching credential)

10

List target language(s) for bilingual authorization:

Mandarin and Spanish

Resource Specialist

Teacher Librarian Services

LIMITED ASSIGNMENT PERMITS

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

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

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	10
Special Education	15
TOTAL	30

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes ☐ No ☒

If no, explain. We use Universities and County Office Internships

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

If yes, how many interns do you expect to have this year? 15

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

Grand Canyon University, University of Phoenix, National University, San Diego County Office of Education

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

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: MAY 14, 2020

Agenda Item:

COMMERCIAL WARRANT LISTING SHEET – for the period 04/01/2020-04/30/2020

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

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

Fiscal Impact (Cost):

\$539,582.74

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

04/01/2020-04/30/2020

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14665505	ABA EDUCATION FOUNDATION	4/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	9,766.50
14665506	BEARCOM	4/2/2020	TWO WAY RADIO AND ANTENNA KIT	0100	499.39
14665508	EYE PHONE CITY	4/2/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,626.87
14665509	ERIN GARCIA, CUSTODIAN	4/2/2020	Show Choir Refunds	0100	10,000.00
14665510	ERIN GARCIA, CUSTODIAN	4/2/2020	Show Choir Refunds	0100	5,000.00
14665511	ERIN GARCIA, CUSTODIAN	4/2/2020	CC: Show Choir Refunds	0100	9,133.00
14665514	MACDOUGAL-MORRIS GROUP LLC	4/2/2020	V2020-030 NPS AGREEMENT FOR 20	0100	3,275.90
14665518	LASERCYCLE USA, INC.	4/2/2020	80AUNS/ SALES ORDER NO. SO7656	0100	70.04
14665519	THERAPY TRAVELERS, LLC.	4/2/2020	V2020-074 (DECEMBER 2019 BOARD	0100	3,400.00
14665520	VILLA SANTA MARIA, INC.	4/2/2020	V2020-035 NPS AGREEMENT FOR 20	0100	32,800.00
14666756	AGRICULTURAL PEST CONTROL	4/6/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	645.00
14666758	AMAZON CAPITAL SERVICES, INC.	4/6/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	3,635.18
14666760	CERTIFIED LABORATORIES	4/6/2020	2.5 PUMP DISPENSER	0100	16.44
14666761	CINTAS CORPORATION	4/6/2020	CHANGE ORDER TO INCREASE	0100	356.90
14666762	CED-SAN DIEGO CONSOLIDATED ELECTRIC	4/6/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	290.93
14666763	DEBORAH ANN COMISKEY	4/6/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,402.00
14666764	DION & SONS, INC.	4/6/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	4,781.94
14666765	EDCO DISPOSAL CORPORATION	4/6/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	37.17
14666766	MORSCO SUPPLY, LLC	4/6/2020	INCREASE PO 5073	0100	24.55
14666770	GOPHER SPORT	4/6/2020	RAINBOW HOOPKLIPPERZ ITEM NO:	0100	117.05
14666771	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	4/6/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,400.71
14666772	LAKESIDE WATER DISTRICT	4/6/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,013.34
14666773	NATIONAL PETROLEUM INC	4/6/2020	CHANGE ORDER TO INCREASE	0100	127.23
14666774	NEOPOST USA, INC.	4/6/2020	MAIL	0100	416.18
14666775	O'REILLY AUTO PARTS	4/6/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	57.22
14666777	SAN DIEGO COUNTY VECTOR	4/6/2020	MOSQUITO & VECTOR DISEASE CONT	0100	194.60
14666778	THOMPSON BUILDING MATERIALS	4/6/2020	BUILDING MATERIALS	0100	51.50
14666779	THERAPY TRAVELERS, LLC.	4/6/2020	V2020-074 (DECEMBER 2019 BOARD	0100	3,400.00
14666780	U.S. BANK EQUIPMENT FINANCE	4/6/2020	BLANKET FOR LEASE CHARGES 2019	0100	76.76
14666781	XEROX CORPORATION	4/6/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	139.92
14667489	EDCO DISPOSAL CORPORATION	4/9/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	3,687.27
14667491	ERIN GARCIA, CUSTODIAN	4/9/2020	REVOLVING CASH	0100	1,131.00
14667495	LEADER SERVICES	4/9/2020	V2020-017 BLANKET FOR 2019-20	0100	668.79
14667496	DAVIS CONSULTING CORPORATION	4/9/2020	2 YEAR CONTRACT AT \$1,550 PER	0100	1,550.00
14667498	SPECIALIZED THERAPY SERVICES	4/9/2020	V2020-032 BLANKET FOR FISCAL Y	0100	1,554.88
14667501	VISTA HILL FOUNDATION	4/9/2020	V2020-034 NPS AGREEMENT FOR 20	0100	11,944.00
14668436	CHENYANG FENG	4/13/2020	AMITY INSTITUTE	0100	2,000.00
14668437	ERIN GARCIA, CUSTODIAN	4/13/2020	REVOLVING CASH	0100	720.00
14668439	YUEGI WU	4/13/2020	AMITY INSTITUTE	0100	2,000.00
14669025	ALBERTSONS	4/16/2020	BLANKET PURCHASE ORDER FOR FIS	0100	59.56

BOARD WARRANT REPORT

04/01/2020-04/30/2020

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14669026	ALL FOR KIDZ, INC.	4/16/2020	L2020-015 NED'S KINDNESS ASSEM	0100	2,347.00
14669028	CIT FINANCE LLC	4/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	382.53
14669029	COPY CORRAL	4/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	829.03
14669031	GRAINGER	4/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	215.80
14669032	HAWTHORNE RENT-IT SERVICE	4/16/2020	INCREASE PO 5301	0100	265.57
14669033	IRON WALL SECURITY	4/16/2020	(1) UNARMED SECURITY OFFICER O	0100	350.00
14669034	LEADER SERVICES	4/16/2020	RMTS -ACCOUNT MANAGEMENT ASSIS	0100	125.00
14669035	MCGRAW-HILL	4/16/2020	REDBIRD MATHEMATICS STUDENT 1	0100	35.92
14669036	NATIONAL UNIVERSITY ACADEMY	4/16/2020	FY17-18 Funds 2017-18 CAASPP A	0100	1,928.00
14669037	PRO-ED	4/16/2020	EXPANDING LANGUAGE STORIES 7-B	0100	263.13
14669038	SCHOOL SERVICES OF CA, INC	4/16/2020	INVOICE NO. P030391-IN FOR CAD	0100	400.00
14669039	SMART & FINAL	4/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	582.15
14669041	VERIZON WIRELESS	4/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,861.53
14669042	XEROX CORPORATION	4/16/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	446.51
14670228	AT&T	4/20/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	2,438.59
14670229	ASSETWORKS RISK MANAGEMENT INC.	4/20/2020	DRAFT REPORT ASSET APPRAISAL S	0100	5,500.00
14670230	CURRIER & HUDSON	4/20/2020	LEGAL SERVICES FOR FISCAL YEAR	0100	9,471.00
14670231	DATTEL SYSTEMS INCORPORATED	4/20/2020	ASUSTek COMPUTER - ASUS VE248H	0100	1,396.88
14670232	LAKESIDE WATER DISTRICT	4/20/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,620.72
14670233	MISSION FEDERAL CREDIT UNION	4/20/2020	P CARDS	0100	7,045.93
14670234	SPARKLETTES	4/20/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	69.52
14671018	AMPLIFY MUSIC THERAPY	4/23/2020	MARCH 2, 2020 MUSIC THERAPY FO	0100	90.00
14671019	ASELTINE SCHOOL	4/23/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	11,337.04
14671020	E3 DIAGNOSTICS, INC	4/23/2020	CALIBRATION OF AUDIOMETER GSI	0100	442.75
14671021	CERTIFIED MOBILE SHRED	4/23/2020	SHRED CHARGE FOR 2-64 GAL CONT	0100	75.00
14671022	DATTEL SYSTEMS INCORPORATED	4/23/2020	8 GB DDR4 MODULE	0100	4,083.30
14671023	ERIN GARCIA, CUSTODIAN	4/23/2020	REVOLVING CASH	0100	1,020.13
14671024	INSTITUTE FOR EFFECTIVE EDUCATION	4/23/2020	V2020-051 NPS 2019-20 CHILDREN	0100	6,337.60
14671025	JUNIOR LIBRARY GUILD	4/23/2020	FANT/ SCI MIDDLE PLUS	0100	2,011.59
14671026	LOWE'S	4/23/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	210.81
14671027	MAXIM HEALTHCARE SERVICES, INC	4/23/2020	BLANKET FOR 2019-20 V2020-062	0100	342.00
14671028	O'REILLY AUTO PARTS	4/23/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	36.61
14671029	RAYNE OF SAN DIEGO	4/23/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	29.00
14671030	SIERRA ACADEMY OF SAN DIEGO	4/23/2020	V2020-043 NPS FOR 2019-20	0100	3,235.32
14671031	U.S. BANK EQUIPMENT FINANCE	4/23/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	156.80
14671032	WELLS FARGO VENDOR FINANCIAL SERVICES	4/23/2020	LAKESIDE FARMS - KYOCERA TASKA	0100	83.32
14672031	AGRICULTURAL PEST CONTROL	4/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	85.00
14672032	AMAZON CAPITAL SERVICES, INC.	4/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	27.99
14672033	HERITAGE TRUCK PAINTING & AUTO COLLISION	4/27/2020	ADDITIONAL NON-TAXABLE COST	0100	3,343.15
14672035	CINTAS CORPORATION	4/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	535.35

BOARD WARRANT REPORT

04/01/2020-04/30/2020

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14672036	CREATIVE BUS SALES, INC.	4/27/2020	LABOR & PARTS	0100	1,739.09
14672037	DEAF COMMUNITY SERVICES	4/27/2020	12020-014 - INVOICE NO. 63619	0100	940.00
14672038	GRAINGER	4/27/2020	CHANGE ORDER TO INCREASE	0100	279.29
14672039	LYNN'S LOCKSMITH SERVICE	4/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	789.15
14672040	PROJECT LEAD THE WAY	4/27/2020	PARTICIPATION FEE FOR 2019-202	0100	750.00
14672041	SAN DIEGO GAS & ELECTRIC	4/27/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	56,604.04
14672042	CA DEPT OF TAX AND FEE ADMINISTRATION	4/27/2020	SALES USE TAX PAYMENT	0100	989.91
14672724	AMAZON CAPITAL SERVICES, INC.	4/30/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	112.85
14672725	BEST BEST & KRIEGER	4/30/2020	LEGAL SUPPORT THROUGH MARCH 31	0100	1,571.80
14672729	SAN DIEGO CENTER FOR CHILDREN	4/30/2020	V2020-078 NPS 2019-20	0100	19,328.80
14672730	SOUTHWEST SCHOOL & OFFICE SUPPLY	4/30/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	701.24
14672731	U.S. POSTAL SERVICE	4/30/2020	CHANGE ORDER TO INCREASE POSTA	0100	5,000.00
14672732	XEROX CORPORATION	4/30/2020	BLANKET FOR FISCAL YEAR 2019-2	0100	1,161.08
GENERAL				0100 Total	280,096.64
14666764	DION & SONS, INC.	4/6/2020	BLANKET FOR FISCAL YEAR 2019-2	1200	82.05
14667489	EDCO DISPOSAL CORPORATION	4/9/2020	BLANKET FOR FISCAL YEAR 2019-2	1200	103.27
14669025	ALBERTSONS	4/16/2020	BLANKET PURCHASE ORDER FOR FIS	1200	46.14
14669039	SMART & FINAL	4/16/2020	BLANKET FOR FISCAL YEAR 2019-2	1200	562.34
14670233	MISSION FEDERAL CREDIT UNION	4/20/2020	P CARDS	1200	552.06
14670234	SPARKLETT'S	4/20/2020	BLANKET FOR FISCAL YEAR 2019-2	1200	31.59
14672041	SAN DIEGO GAS & ELECTRIC	4/27/2020	BLANKET FOR FISCAL YEAR 2019-2	1200	872.15
14672042	CA DEPT OF TAX AND FEE ADMINISTRATION	4/27/2020	SALES USE TAX PAYMENT	1200	0.02
14672732	XEROX CORPORATION	4/30/2020	ESS BLANKET FOR LEASE CHARGES	1200	267.43
CHILD DEVELOPMENT				1200 Total	2,517.05
14665513	dba HEARTLAND SCHOOL SOLUTIONS	4/2/2020	HSS MOS PIN PAD OPTICAL SCANNE	1300	2,583.98
14665516	PEARSON FOOD COMPANY, INC.	4/2/2020	ULTRA GRAIN T2 FLOUR	1300	3,792.50
14666758	AMAZON CAPITAL SERVICES, INC.	4/6/2020	BLANKET PURCHASE ORDER FOR FIS	1300	18.82
14666759	CA DEPT OF EDUCATION	4/6/2020	BLANKET PURCHASE ORDER FOR FIS	1300	1,938.00
14666764	DION & SONS, INC.	4/6/2020	BLANKET PURCHASE ORDER FOR FIS	1300	199.39
14666768	GALASSO'S BAKERY	4/6/2020	BLANKET PURCHASE ORDER FOR FIS	1300	2,106.43
14667485	AMAZON CAPITAL SERVICES, INC.	4/9/2020	BLANKET PURCHASE ORDER FOR FIS	1300	35.32
14667486	AMERICAN PRODUCE DISTRIBUTORS	4/9/2020	BLANKET PURCHASE ORDER FOR FIS	1300	10,681.65
14667487	CA DEPT OF EDUCATION	4/9/2020	BLANKET PURCHASE ORDER FOR FIS	1300	40.13
14667488	DOMINO'S PIZZA	4/9/2020	BLANKET PURCHASE ORDER FOR FIS	1300	1,432.20
14667490	GALASSO'S BAKERY	4/9/2020	BLANKET PURCHASE ORDER FOR FIS	1300	2,106.43
14667492	GARCIA'S PUEBLA MERCADO	4/9/2020	BLANKET PURCHASE ORDER FOR FIS	1300	100.00
14667493	GOLD STAR FOODS INC	4/9/2020	BLANKET PURCHASE ORDER FOR FIS	1300	12,218.01
14667494	HOLLANDIA DAIRY	4/9/2020	BLANKET PURCHASE ORDER FOR FIS	1300	19,019.15
14667497	P&R PAPER SUPPLY COMPANY, INC.	4/9/2020	BLANKET PURCHASE ORDER FOR FIS	1300	11,143.79
14667499	SYSCO FOODS SERVICES	4/9/2020	OPEN PURCHASE ORDER FOR FISCAL	1300	1,329.65

BOARD WARRANT REPORT

04/01/2020-04/30/2020

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14668435	DION & SONS, INC.	4/13/2020	BLANKET PURCHASE ORDER FOR FIS	1300	71.28
14669039	SMART & FINAL	4/16/2020	BLANKET PURCHASE ORDER FOR FIS	1300	253.14
14669041	VERIZON WIRELESS	4/16/2020	BLANKET FOR FISCAL YEAR 2019-2	1300	53.81
14670228	AT&T	4/20/2020	BLANKET FOR FISCAL YEAR 2019-2	1300	14.57
14670233	MISSION FEDERAL CREDIT UNION	4/20/2020	P CARDS	1300	562.48
14672032	AMAZON CAPITAL SERVICES, INC.	4/27/2020	BLANKET PURCHASE ORDER FOR FIS	1300	72.51
14672042	CA DEPT OF TAX AND FEE ADMINISTRATION	4/27/2020	SALES USE TAX PAYMENT	1300	164.66
14672724	AMAZON CAPITAL SERVICES, INC.	4/30/2020	BLANKET PURCHASE ORDER FOR FIS	1300	18.82
CAFETERIA				1300 Total	69,956.72
14665507	COLBI TECHNOLOGIES, INC.	4/2/2020	PROGRAM RECONCILIATION SERVICE	2139	1,000.00
14666757	ALPHA STUDIO DESIGN GROUP	4/6/2020	BLANKET FOR 2019-20 - EH/SITES	2139	52,395.00
14666767	FREDRICKS ELECTRIC, INC.	4/6/2020	EUCALYPTUS HILLS AND WINTER GA	2139	7,975.00
14667500	UTIL-LOCATE	4/9/2020	LAKESIDE UNION SCHOOL DISTRICT	2139	1,350.00
14668434	CONSULTING & INSPECTION SERVICES, LLC	4/13/2020	BLANKET FOR 2019-20 EUCALYPTUS	2139	1,570.00
14668438	ERIC HALL & ASSOCIATES, LLC	4/13/2020	BLANKET FOR FISCAL YEAR 2019-2	2139	6,600.00
14669027	ALPHA STUDIO DESIGN GROUP	4/16/2020	19-006-11 LUSD VIDEO SURVEILLA	2139	1,625.00
14669030	DIVISION OF THE STATE ARCHITECT	4/16/2020	INVOICE NO. 04 11346APPLICATIO	2139	1,131.50
14669040	STUDIOWC	4/16/2020	REIMBURSEMENTS	2139	17,527.74
14672723	ALPHA STUDIO DESIGN GROUP	4/30/2020	BLANKET FOR 2019-20 -MULT	2139	67,884.80
14672726	DAILY JOURNAL CORPORATION	4/30/2020	BID NOTICE INVITING BIDS FOR P	2139	335.40
14672727	DIVISION OF THE STATE ARCHITECT	4/30/2020	INVOICE NO. 04 11380 APPLICAT	2139	327.25
14672728	ROOF CONSTRUCTION	4/30/2020	#2 REMOVE EXISTING ROOF HATCHE	2139	12,057.71
BOND				2139 Total	171,779.40
14665512	ERIC HALL & ASSOCIATES, LLC	4/2/2020	DEVELOPER FEE JUSTIFICATION ST	2519	3,900.00
14666769	GOLDEN OFFICE TRAILERS, INC.	4/6/2020	BLANKET FOR FISCAL YEAR 2019-2	2519	770.41
CAPITAL FACILITES				2519 Total	4,670.41
14665515	MRC	4/2/2020	360 APP FEE	6201	59.94
14665517	PITNEY BOWES INC.	4/2/2020	BILLING PERIOD 1/16-4/15/20	6201	110.74
14666776	RIVER VALLEY EDUCATIONAL FOUND	4/6/2020	SOCCER FEES	6201	2,843.00
14667489	EDCO DISPOSAL CORPORATION	4/9/2020	BLANKET FOR FISCAL YEAR 2019-2	6201	196.44
14668440	YOUNG, MINNEY & CORR LLP	4/13/2020	LEGAL FEES	6201	2,402.48
14670228	AT&T	4/20/2020	BLANKET FOR FISCAL YEAR 2019-2	6201	78.18
14670234	SPARKLETTS	4/20/2020	BLANKET FOR FISCAL YEAR 2019-2	6201	17.82
14671033	XEROX CORPORATION	4/23/2020	XEROX LEASE	6201	1,394.29
14672034	CALIFORNIA COAST CREDIT UNION	4/27/2020	MISC CHARGES	6201	1,165.18
14672041	SAN DIEGO GAS & ELECTRIC	4/27/2020	BLANKET FOR FISCAL YEAR 2019-2	6201	2,072.15
14672042	CA DEPT OF TAX AND FEE ADMINISTRATION	4/27/2020	SALES USE TAX PAYMENT	6201	222.30
RIVER VALLEY CHARTER				6201 Total	10,562.52
Grand Total					539,582.74

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 14, 2020

Agenda Item:

REVOLVING CASH REGISTER

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

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

Fiscal Impact (Cost):

\$4,854.12

Funding Source:

GENERAL FUND, DONATION ACCOUNTS, ETC

Addresses Emphasis Goal(s):

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

Recommended Action:

☐ **Informational**

☐ **Discussion**

☒ **Approval**

☐ **Adoption**

☐ **Denial/Rejection**

☐ **Ratification**

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

Originating Department/School: Business Services

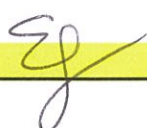
Submitted/Recommended By:
Board:


Erin Garcia, Assistant Superintendent

Approved for Submission to the Governing


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member



Lakeside Union School District
Revolving Cash Register
April 2020

Date	Num	Name	Memo/Description	Amount
04/03/2020	38661	Francia Barahona	Reimbursement Of Jessica & Elijah's School Lunch Account.	-20.00
04/03/2020	38662	Claudia Lemme	Garnishment Release: EE601-130	-699.50
04/03/2020	38663	Nina Drammissi	Gal Storage Bags Smart & Final & GTM Office Supplies.	-43.40
04/03/2020	38664	Rachel Guler	Reimbursement Of Tyler & Justin's School Lunch Account.	-198.25
04/03/2020	38665	Eva Johnson	Hand Wipes & Sanitizer For Covid-19 Safety, Drawer For Files, Laundry Basket To Hold Books, School Store Snacks.	-236.78
04/03/2020	38666	Alana Miller	Dollar Tree - Posterboards, Laser Stickers, Clear Packing Tape, Paw Patrol Figurines.	-32.43
04/03/2020	38667	Karen Saake	HP Multi-Pak Ink, Post-It Notes, Pencils, Black Pens.	-105.14
04/03/2020	38668	Desiree Rose	Refund of Thayer's ESS Fees.	-495.00
04/07/2020	38669	Sophie Dan Luo	Refund Of Kylie Lintott's ESS Camp.	-150.00
04/15/2020	38670	Lucretia Browning	Walmart & All 4 Pets - Storybook, Reptile, Cedar, Pine, Animal Food, Water.	-86.94
04/15/2020	38671	Jerred Murphy	Costco - Bowls, Diet Snapple, Clorox, Lysol, Soft Soap.	-293.35
04/17/2020	38672	Christopher Miller	ESS Refund For Elijah Miller.	-493.33
04/28/2020	38673	Yueqi Wu	1920 Reimbursement for Mandrian Intern Contract #2020-016	-2,000.00
				<u>-\$ 4,854.12</u>

Monday, May 04, 2020 09:40:22 AM GMT-7

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 14, 2020

Agenda Item:

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

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

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

Fiscal Impact (Cost):

\$8,160.47

Funding Source:

General Fund Total: \$7,045.93, Child Development Fund Total: \$552.06, Food Services Fund Total: \$562.48

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 

MARCH 2020 MISSION FEDERAL P-CARD LEDGER

ACCT NAME	POST DATE	AMT	MERCHANT NAME	FIN.ACCOUNTING CODE	FIN.EXPENSE DESCRIPTION
BEISIGL,BRIAN	03/26/2020	\$ (322.75)	HILTON	0100 0000000 0000 7200 5200010 189 730	CREDIT FOR HOTEL/CUE CONFERENCE (CANCELLED)
TOTAL CHARGED TO BUDGET		\$ (322.75)	0100 0000000 0000 7200 5200010 189 730		
BEISIGL,BRIAN	03/04/2020	\$ 438.10	AMAZON WEB SERVICES	0100 0000000 0000 7700 5800000 189 730	AMAZON MONTHLY WEB SERVICE CLOUD HOSTING
TOTAL CHARGED TO BUDGET		\$ 438.10	0100 0000000 0000 7700 5800000 189 730		
BOWMAN,ROBYN	03/18/2020	\$ 69.87	SAMS CLUB #6235	1200-9010200-0001-1000-4300000-082-205	WATER AND GLOVES FOR PROGRAM
	03/13/2020	\$ 63.32	TARGET 00018465	1200-9010200-0001-1000-4300000-082-205	CLEANING SUPPLIES
	03/03/2020	\$ 68.71	SMART AND FINAL 929	1200-9010200-0001-1000-4300000-082-205	MISC SUPPLIES, INCLUDING CLEANING, SNACKS, ETC
	03/03/2020	\$ 9.80	DOLLAR TREE	1200-9010200-0001-1000-4300000-082-205	CENTER DECORATIONS FOR ST PATRICK'S DAY
TOTAL CHARGED TO BUDGET		\$ 211.70	1200-9010200-0001-1000-4300000-082-205		
BOWMAN,ROBYN	03/13/2020	\$ 172.41	SAMS CLUB #6235	1200-6105000-0001-1000-4300000-376-205	PAPER GOODS, SNACKS, CLEANING SUPPLIES, ETC
	03/13/2020	\$ 72.08	SMART AND FINAL 929	1200-6105000-0001-1000-4300000-376-205	CLEANING SUPPLIES, GLOVES, PAPER PRODUCTS, ETC
TOTAL CHARGED TO BUDGET		\$ 244.49	1200-9010200-0001-1000-4300000-082-205		
BOWMAN,ROBYN	03/13/2020	\$ 95.87	CORODATA SHREDDING INC	1200-6105000-0001-1000-5800000-376-205	SHREDDING FOR PROGRAM
TOTAL CHARGED TO BUDGET		\$ 95.87	1200-6105000-0001-1000-5800000-376-205		
COX,GRACE	03/08/2020	\$ 27.00	NAESP-PEAP	0100 1100000 1110 1000 4300000 384 190	PRESIDENT'S AND AMERICAN CITIZENSHIP AWARDS PROGRAMS FOR 5TH GRADE 19/20
COX,GRACE	03/17/2020	\$ 50.60	SUPER DUPER PUBLICATIO	0100 1100000 1110 1000 4300000 384 190	CREDIT ISSUED 04/02/2020
TOTAL CHARGED TO BUDGET		\$ 77.60	0100 1100000 1110 1000 4300000 384 190		
DEROSIER,LISA A	03/26/2020	\$ 149.90	ZOOM.US	0100 0000000 0000 7200 5800000 189 610	UPGRADE FOR THE YEAR
TOTAL CHARGED TO BUDGET		\$ 149.90	0100 0000000 0000 7200 5800000 189 610		
DEROSIER,LISA A	03/12/2020	\$ 384.00	SMK*SURVEYMONKEY.COM	0100 0000000 0000 7200 5300000 189610	AUTOMATIC RENEWAL - NO RECEIPT
TOTAL CHARGED TO BUDGET		\$ 384.00	0100 0000000 0000 7200 5300000 189610		
DEROSIER,LISA A	03/05/2020	\$ 29.70	TST* NOTHING BUNDT CAK	0100 0000000 0000 7200 4300000 189610	BUNDT CAKES FOR EMPLOYEE OF THE YEAR PRESENTATIONS
	03/12/2020	\$ 39.60	TST* NOTHING BUNDT CAK	0100 0000000 0000 7200 4300000 189610	BUNDT CAKES FOR EMPLOYEE OF THE YEAR PRESENTATIONS
TOTAL CHARGED TO BUDGET		\$ 69.30	0100 0000000 0000 7200 4300000 189610		
DEROSIER,LISA A	03/10/2020	\$ 250.00	SAN DIEGO COUNTY SUPER	0100 0000000 0000 7200 5800000 189 650	JOB FAIR REGISTRATION
TOTAL CHARGED TO BUDGET		\$ 250.00	0100 0000000 0000 7200 5800000 189650		
DRAMMISSI,NINA	03/24/2020	\$ (195.00)	CALIFORNIA TEACHERS AS	0100 0952100 1110 1000 4300000 376 170	CREDIT FOR CTA CONFERENCE REGISTRATION (FEB)
	03/24/2020	\$ (195.00)	CALIFORNIA TEACHERS AS	0100 0952100 1110 1000 4300000 376 170	CREDIT FOR CTA CONFERENCE REGISTRATION (FEB)
	03/24/2020	\$ (195.00)	CALIFORNIA TEACHERS AS	0100 0952100 1110 1000 4300000 376 170	CREDIT FOR CTA CONFERENCE REGISTRATION (FEB)
TOTAL CHARGED TO BUDGET		\$ (585.00)	0100 0952100 1110 1000 4300000 376 170		
DRAMMISSI,NINA	03/30/2020	\$ 46.50	SMART AND FINAL 929	0100 1100019 1110 1000 4300000 376-170	GALLON SIZE ZIPLOC BAGS FOR IPADS DURING DISTANCE LEARNING (COVID-19)
TOTAL CHARGED TO BUDGET		\$ 46.50	0100 1100019 1110 1000 4300000 376-170		
GARCIA,ERIN	03/06/2020	\$ 950.00	UCSD EXTN WEB 85853	0100 0000000 0000 7200 5200010 189 670	PROFESSIONAL DEVELOPMENT COURSE E. GARCIA (PENDING CANCELLATION REFUND)
TOTAL CHARGED TO BUDGET		\$ 950.00	0100 0000000 0000 7200 5200010 189 670		
GARCIA,ERIN	03/27/2020	\$ 270.00	INTUIT *QUICKBOOKS	0100 0000000 0000 7200 5800092 189 670	ANNUAL RENEWAL FOR ACCOUNTING SOFTWARE
TOTAL CHARGED TO BUDGET		\$ 270.00	0100 0000000 0000 7200 5800092 189 670		
GARCIA,ERIN	3/31/20	\$ 2.58	USPS PO 0541460040	0100 0000000 0000 7200 5900010 189 670	POSTAGE FOR COBRA MAILINGS
	03/03/2020	\$ 1.29	USPS PO 0541460040	0100 0000000 0000 7200 5900010 189 670	POSTAGE FOR COBRA MAILINGS
TOTAL CHARGED TO BUDGET		\$ 3.87	0100 0000000 0000 7200 5900010 189 670		
HARDIMAN,LESLIE	03/20/2020	\$ 646.50	COPY CORRAL	0100 1100000 1110 1000 5800000 047 270	AWARD CERIFICATES
TOTAL CHARGED TO BUDGET		\$ 646.50	0100 1100000 1110 1000 5800000 047 270		
KEIPER,KEITH	03/16/2020	\$ (322.83)	MARRIOTT	0100 0952100 1110 1000 5200010 092 230	HOTEL FOR K. CORSON - SPEECH CONFERENCE CANCELLED
	03/11/2020	\$ 322.83	MARRIOTT	0100 0952100 1110 1000 5200010 092 230	HOTEL FOR K. CORSON TO ATTEND SPEECH CONFERENCE.
TOTAL CHARGED TO BUDGET		\$ -	0100 0952100 1110 1000 5200010 092 230		
KEIPER,KEITH	03/05/2020	\$ 309.67	IMAGE MARKET	0100 0300501 1110 1000 5800000 092 230	SWEATSHIRTS FOR STUDENT COUNCIL
TOTAL CHARGED TO BUDGET		\$ 309.67	0100 0300501 1110 1000 4300000 092 230		
KEIPER,KEITH	03/08/2020	\$ 233.80	ALASKA AIRLINES INC.	0100 3010000 1110 1000 5200010 092 230	AIRFARE FOR TEACHER TO ATTEND RESPONSIVE CLASSROOM CONF. JUNE 2020
	03/08/2020	\$ 233.80	ALASKA AIRLINES INC.	0100 3010000 1110 1000 5200010 092 230	AIRFARE FOR TEACHER TO ATTEND RESPONSIVE CLASSROOM CONF. JUNE 2020
	03/08/2020	\$ 233.80	ALASKA AIRLINES INC.	0100 3010000 1110 1000 5200010 092 230	AIRFARE FOR TEACHER TO ATTEND RESPONSIVE CLASSROOM CONF. JUNE 2020
	03/08/2020	\$ 233.80	ALASKA AIRLINES INC.	0100 3010000 1110 1000 5200010 092 230	AIRFARE FOR TEACHER TO ATTEND RESPONSIVE CLASSROOM CONF. JUNE 2020
TOTAL CHARGED TO BUDGET		\$ 935.20	0100 3010000 1110 1000 5200010 092 230		
MULL,STEVE	03/30/2020	\$ 26.11	FS *BOINX	0100 0300644 1110 1000 5800092 350 250	(SPLIT)SOFTWARE FOR ANNOUNCEMENT SYSTEM
TOTAL CHARGED TO BUDGET		\$ 26.11	0100 0300644 1110 1000 5800092 350 250		
MULL,STEVE	3/30/20	\$ 172.89	FS *BOINX	0100 0300675 1110 1000 5800092 350 250	(SPLIT)SOFTWARE FOR ANNOUNCEMENT SYSTEM
TOTAL CHARGED TO BUDGET		\$ 172.89	0100 0300675 1110 1000 5800092 350 250		

MARCH 2020 MISSION FEDERAL P-CARD LEDGER

MULL,STEVE	03/08/2020	\$ 100.00	FESTIVALS OF MUSIC	0100 0300672 1110 1000 5800000 350 250	CHORUS - MUSIC IN THE PARKS
TOTAL CHARGED TO BUDGET		\$ 100.00	0100 0300672 1110 1000 5800000 350 250		
MURPHY,JERRED C	03/05/2020	\$ 79.71	LITTLE CAESARS 3154-00	0100-9065000-7110-1000-4300000-350-205	PIZZA FOR AFTERSCHOOL MEETING
TOTAL CHARGED TO BUDGET		\$ 79.71	0100-9065000-7110-1000-4300000-350-205		
OWENS,TODD	03/19/2020	\$ 144.27	OFFICE DEPOT #908	0100 8150019 0000 8100 4300000 189 710	POST-IT NOTES TO ASSIST FOOD SERVICES WITH COVID-19 LUNCH DISTRIBUTION
	03/18/2020	\$ 53.86	BEST BUY MHT 00011452	0100 8150019 0000 8100 4300000 189 710	MICROPHONE TO PARTICIPATE IN ZOOM MEETINGS
TOTAL CHARGED TO BUDGET		\$ 198.13	0100 8150019 0000 8100 4300000 189 710		
REED,KIM	03/11/2020	\$ 193.47	KIWICO, INC.	0100 0202000 1110 1000 4300000 189 630	SCIENCE KITS FOR HOME FLEX
	03/06/2020	\$ 128.98	KIWICO, INC.	0100 0202000 1110 1000 4300000 189 630	SCIENCE KITS FOR HOME FLEX
TOTAL CHARGED TO BUDGET		\$ 322.45	0100 0202000 1110 1000 4300000 189 630		
REED,KIM	03/11/2020	\$ 89.00	SAN DIEGO COUNTY SUPER	0100 0000000 0000 7200 5200010 189 630	LCAP MEETINGS FOR KELLY GILBERT
TOTAL CHARGED TO BUDGET		\$ 89.00	0100 0000000 0000 7200 5200010 189 630		
ROSA,JIM	03/24/2020	\$ 270.00	STARFALL EDUCATION	0100 0980000 1110 1000 5800092 343 110	SOFTWARE PROGRAM
TOTAL CHARGED TO BUDGET		\$ 270.00	0100 0980000 1110 1000 5800092 343 110		
ROSA,JIM	03/10/2020	\$ 668.10	DIESEL PRINT CO., LLC	0100 0300601 0000 2700 5800000 343 110	CA DISTINGUISHED SCHOOL SHIRTS AND BANNER
TOTAL CHARGED TO BUDGET		\$ 668.10	0100 0300601 0000 2700 5800000 343 110		
ROSA,JIM	03/12/2020	\$ 107.22	JONES SCHOOL SUPPLY CO	0100 0980000 1110 1000 4300000 343 110	ATTENDANCE INCENTIVE AWARDS
TOTAL CHARGED TO BUDGET		\$ 107.22	0100 0980000 1110 1000 4300000 343 110		
SINATRA,CHRISTINE	03/19/2020	\$ 279.00	INSTITUTE FOR EDUCATIO	0100 6500400 5750 1190 5200010 189 640	WEBINAR CONFERENCE FOR M. RAPPLEYEA APE 04/27/2020
TOTAL CHARGED TO BUDGET		\$ 279.00	0100 6500400 5750 1190 5200010 189 640		
SINATRA,CHRISTINE	03/06/2020	\$ 137.95	PAYPAL *PHONOCOMPSO	0100 6500300 5770 1190 5800092 189 640	HCAPP SOFTWARE FOR STUDENT TESTING J. GERSHON AT LEAPP
TOTAL CHARGED TO BUDGET		\$ 137.95	0100 6500300 5770 1190 5800092 189 640		
SPERO,SARAH	03/23/2020	\$ 11.96	ALBERTSONS 0738	0100 5310019 0000 3700 4700000 189 770	FOOD FOR EMERGENCY MEALS
	03/18/2020	\$ 132.72	COSTCO *DELIVERY 578	0100 5310019 0000 3700 4700000 189 770	FOOD FOR EMERGENCY MEALS
TOTAL CHARGED TO BUDGET		\$ 144.68	0100 5310019 0000 3700 4700000 189 770		
SPERO,SARAH	03/10/2020	\$ 213.61	BANANA REPUBLIC ON-LIN	0100 5310000 0000 3700 4700000 189 770	ACCIDENTAL PURCHASE, DISTRICT REIMBURSED DISTRICT
	03/08/2020	\$ 204.19	SMART AND FINAL 930	0100 5310000 0000 3700 4700000 189 770	FOOD
TOTAL CHARGED TO BUDGET		\$ 417.80	0100 5310000 0000 3700 4700000 189 770		
WINSPEAR,NATALIE	03/08/2020	\$ 972.48	EB 2020 CALIFORNIA ST	0100 9010015 1110 1000 5200010 189 620	CSMWC CONFERENCE SEPT. 3, 2020 FOR N. WINSPEAR AND P. FERNANDEZ
TOTAL CHARGED TO BUDGET		\$ 972.48	0100 9010015 1110 1000 5200010 189 620		

\$ 8,160.47

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 14, 2020

Agenda Item:

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

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

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

Fiscal Impact (Cost):

\$1,249,276.92

Funding Source:

General Fund Total: \$77,891.50 Pre-School Fund Total: N/A, Food Services Fund Total: \$3,036.17 Bond Fund Total: \$1,168,349.25 and Developer Fees Fund Total: 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 

APRIL 2020 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site	Total
0000005919	ALL FOR KIDZ, INC.	L2020-2015 ASSEMBLY	0100	LV	\$ 2,347.00
0000005920	UC REGENTS	PHYSICIAN SERVICES	0100	HLTH SVCS	\$ 70.00
0000005922	DATEL SYSTEMS INCORPORATED	COMPUTER MONITORS	0100	BUS SVCS	\$ 1,396.88
0000005926	DATEL SYSTEMS INCORPORATED	3 LAPTOPS/DOCKS	0100	MAINT/B.SVS	\$ 7,864.68
0000005927	KYOCERA DOCUMENT SOLUTIONS WEST	RISO SF5130 SERVICE/SUPPLY	0100	RV	\$ 435.00
0000005928	IRON WALL SECURITY	SECURITY SERVICES	0100	MAINT	\$ 350.00
0000005931	CONSCIOUS TEACHING	I2020-005/TEACHER COACH	0100	ED SVCS	\$ 16,600.00
0000005932	SCHOOL SERVICES OF CA, INC	CADIE REPORT 2018-19	0100	BUS SVCS	\$ 400.00
0000005933	LEADER SERVICES	SMAA CONSULTANT -	0100	BUS SVCS	\$ 125.00
0000005935	DATEL SYSTEMS INCORPORATED	3 INTEL PROCESSORS	0100	TECH	\$ 4,083.30
0000005936	AMPLIFY MUSIC THERAPY	I2020-012 MUSIC THERAPY	0100	SPED	\$ 90.00
0000005937	NCS PEARSON, INC	ASSESMENTS	0100	SPED	\$ 7.50
0000005938	CERTIFIED MOBILE SHRED	DOCUMENT SHREDDING	0100	TDS	\$ 75.00
0000005939	PROJECT LEAD THE WAY	PARTICIPATION FEE	0100	LMS	\$ 750.00
0000005940	DEAF COMMUNITY SERVICES	I2020-014 SIGN LANGUAGE INT.	0100	LMS	\$ 940.00
0000005942	COUNTY OF SAN DIEGO, DEH	HAZARDOUS PERMIT	0100	TRANS	\$ 1,051.00
0000005948	BEST BEST & KRIEGER	LEGAL SERVICES	0100	BUS SVCS	\$ 1,571.80
0000005949	TODAYS CLASSROOM LLC	EAK TABLE	0100	LF	\$ 791.34
0000005950	CALIF SCHOOL NURSES ORGANIZATION	T&C	0100	HLTH SVCS	\$ 1,175.00
					\$ 40,123.50
0000005943	TAKKT AMERICA HOLDING INC	KITCHEN ITEMS	1300	FS	\$ 536.17
					\$ 536.17
0000005918	COLBI TECHNOLOGIES, INC.	PROGRAM SERVICES	2139	BOND	\$ 1,000.00
0000005921	ALPHA STUDIO DESIGN GROUP	VIDEO SURVEILLANCE	2139	BOND	\$ 1,625.00
0000005923	STUDIOWC	TDS GYM	2139	BOND	\$ 264,089.00
0000005924	STUDIOWC	TDS MULTI PURPOSE ROOM	2139	BOND	\$ 150,911.00
0000005925	STUDIOWC	CENTRAL KITCHEN	2139	BOND	\$ 60,000.00
0000005929	DIVISION OF THE STATE ARCHITECT	FIRE ALARM UPGRADE AT WG	2139	BOND	\$ 1,131.50
0000005934	ROOF CONSTRUCTION	ROOFING/LMS OLD HALL	2139	BOND	\$ 11,092.33
0000005941	DIVISION OF THE STATE ARCHITECT	EH FIRE ALARM	2139	BOND	\$ 327.25
0000005944	ALPHA STUDIO DESIGN GROUP	VIDEO SURVEILLANCE	2139	BOND	\$ 3,870.00
0000005945	ALPHA STUDIO DESIGN GROUP	BLANKET LF MODERNIZATION	2139	BOND	\$ 274,500.00
0000005946	DAILY JOURNAL CORPORATION	BID NOTICE/ADVERTISING	2139	BOND	\$ 158.60
0000005947	DAILY JOURNAL CORPORATION	BID ADVERTISING	2139	BOND	\$ 335.40
					\$ 769,040.08

APRIL 2020 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site	Total
CHANGE ORDER AMOUNT INFORMATION					
0000005021	AZTEC FIRE & SAFETY	CHANGE ORDER - MAINT/TRANS	0100	MAINT/TRANS	\$ 500.00
0000005053	CLARK SECURITY PRODUCTS	CHANGE ORDER - MAINT	0100	MAINT	\$ 1,000.00
0000005064	GRAINGER	CHANGE ORDER - MAINT	0100	MAINT	\$ 500.00
0000005070	LAKESIDE EQUIPMENT	CHANGE ORDER - MAINT	0100	MAINT	\$ 1,000.00
0000005073	MORSCO SUPPLY	CHANGE ORDER - MAINT	0100	MAINT	\$ 7,500.00
0000005079	AMAZON	CHANGE ORDER - BUS SVCS	0100	BUS SVCS	\$ 500.00
0000005126	US POSTAL SERVICE	CHANGE ORDER - SUPT	0100	SUPT	\$ 5,000.00
0000005139	OTHER WORLD COMPUTING	CHANGE ORDER - TECH	0100	TECH	\$ 2,005.00
0000005188	SCHOOL BUS PARTS	CHANGE ORDER - TRANS	0100	TRANS	\$ 1,500.00
0000005232	VISTA HILL FOUNDATION	CHANGE ORDER - SPED	0100	SPED	\$ 20,000.00
000000524	AMAZON	CHANGE ORDER - LP	0100	LP	\$ 4,700.00
0000005301	HAWTHORNE RENT IT SERVICES	CHANGE ORDER - MAINT	0100	MAINT	\$ 1,000.00
0000005765	SEA WORLD	CHANGE ORDER - WG	0100	WG	\$ (1,157.00)
0000005827	COAST 2 COACH COACHING	CHANGE ORDER - LC	0100	LC	\$ (8,280.00)
0000005839	BIRCH AQUARIUM	CHANGE ORDER - WG	0100	WG	\$ 2,000.00
					\$ 37,768.00
0000004993	GARCIA'S PUEBLA MERCADO	CHANGE ORDER - FS	1300	FS	\$ 2,500.00
					\$ 2,500.00
0000005546	FREDRICKS ELECTRIC INC	CHANGE ORDER - BOND	2139	BOND	\$ (5,000.00)
0000005768	GEM INDUSTRIAL	CHANGE ORDER - BOND	2139	BOND	\$ 22,809.17
0000005854	ALPHA STUDIO DESIGN GROUP	CHANGE ORDER - BOND	2139	BOND	\$ 331,500.00
0000005923	STUDIO WC	CHANGE ORDER - BOND	2139	BOND	\$ 50,000.00
					\$ 399,309.17
TOTAL PURCHASE ORDERS					\$ 809,699.75
TOTAL CHANGE ORDERS					\$ 439,577.17
TOTAL PO'S AND C/O'S					\$ 1,249,276.92

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 14, 2020

Agenda Item:

Approval of the May 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:

- | | |
|---|--|
| <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 Contracts 2019-20

Agency Name	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
3 Chords, Inc. dba: Therapy Travelers	Therapist Services	V2020-074 Suppl. MOU	SPED	4/3/2020		See MOU
Amplify Music Therapy	Music Therapy	I2020-012 Suppl. MOU	SPED	4/3/2020		See MOU
Math Transformations	Distance Learning and Tailored Consulting for math professional development	I2020-012	LMS	4/27/2020		\$15,000.00
New Bridge School	NPS	V2020-058 Suppl. MOU	SPED	4/3/2020		See MOU
Sierra Academy of San Diego	NPS	V2020-043 Suppl. MOU	SPED	4/3/2020		See MOU
Springall Academy	NPS	V2020-042 Suppl. MOU	SPED	4/3/2020		See MOU

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 14, 2020

Agenda Item:

Approval is requested of the Schedule No. 5 to the Master 4-year lease agreement with Apple Financial Services for new iPads, Mosyle Manager, and Logitech Cases.

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

Approval is requested of the attached Master Lease Agreement with Apple, Inc (Schedule No. 5) for 1200 iPads, including 1,200 Logitech keyboard cases, and Mosyle Manager iOS. A portion of the lease (\$100,000) will be paid up-front with money provided by the Federal CARES Act, creating a lower annual lease cost for the next three years. In addition, the District will surplus older model iPads and iMacs to payoff the 4th year lease of the original lease agreement, approximately \$141,000.

Fiscal Impact (Cost):

\$508,718.00 with 0.9% interest

Funding Source:

General Fund and Federal CARES Act

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

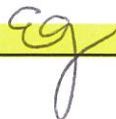
Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member





LAKESIDE UNION SCHOOL DISTRICT
Schedule No. 5 to
Master Lease Purchase Agreement dated August 1, 2017

Closing Index

#	Document	Required to Ship	Required to Close
1.	Master Lease Purchase Agreement.....	Copy included for reference	
2.	Ex. A - Equipment and Lease Payment Schedule.....	Yes.....	Yes
3.	Ex. B - Acceptance Certificate		Yes
4.	Ex. C - Board Resolution or Meeting Minutes	Yes.....	Yes
5.	Ex. D - Bank Qualified Designation (pertains to 8038-G)		Yes
6.	IRS Form 8038-G or 8038-GC		Yes
7.	Ex. E - Insurance Coverage Requirements (informational)		n/a
8.	Insurance Certificate evidencing coverage		Yes
9.	Ex. F - Incumbency Certificate.....	Yes.....	Yes

Please call Investment Associate at 480.419.3609 with any questions.

Original Closing Documents

1. Once documents are signed, please first provide scanned copies of the above items to Connie.George@epublicfinance.com
2. Then mail the originals to

Apple Financial Services
Attention: Connie George
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255



Financial Services
Education Finance

LUSD Contract

V2020-037

MLA# 1093

Master Lease Purchase Agreement

COPY

This Master Lease Purchase Agreement dated as of August 1, 2017 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Lakeside Union School District ("Lessee").

1. MASTER LEASE; SCHEDULES. Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule. It being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.

3. ESCROW AGREEMENT. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive

endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. **Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.**

6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at

any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease, *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned

to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification; (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

16. DEFAULT. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall

terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including,


without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

BY: 
 TITLE: Meena Patel
AFS Operations Manager
Apple Inc.

LESSEE: LAKESIDE UNION SCHOOL DISTRICT
 12335 Woodside Avenue
 Lakeside, CA 92040

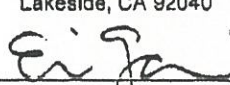
BY: 
 TITLE: Assistant Superintendent
 FED TAX ID#: 95-6001809

EXHIBIT A**Schedule No. 5 Dated June 4, 2020 to Master Lease Purchase Agreement Dated August 1, 2017**

This Schedule No. 5 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated August 1, 2017 ("Master Lease"), and is effective as of June 4, 2020. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION

Computer Hardware--See attached Exhibit 1.

LEASE PAYMENT SCHEDULE

Pmt #	Payment Date	Payment Amount	Interest	Principal	after scheduled payment(s)	Purchase Price Outstanding Balance
	6/4/2020					\$508,718.00
1	8/1/2020	\$204,000.00	\$780.93	\$203,219.07	\$311,608.91	\$305,498.93
2	8/1/2021	\$103,813.94	\$2,961.92	\$100,852.02	\$208,739.85	\$204,646.91
3	8/1/2022	\$103,813.94	\$1,984.12	\$101,829.82	\$104,873.43	\$102,817.09
4	8/1/2023	\$103,813.94	\$996.85	\$102,817.09	\$0.00	\$0.00
Totals:		\$515,441.82	\$6,723.82	\$508,718.00	Rate 0.9695%	

Lessee acknowledges that the discounted purchase price for the Lease is \$ 496,776.25 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 2.7696% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: **June 4, 2020**

LESSOR: **APPLE INC.**

LESSEE: **LAKESIDE UNION SCHOOL DISTRICT**

SIGNATURE: **X** _____

SIGNATURE: **X** _____

NAME / TITLE: **X** _____

NAME / TITLE: **X** _____

DATE: **X** _____

DATE: **X** _____

LESSEE BILLING INSTRUCTIONS:

PERSON/DEPT.: _____

PO BOX/STREET: _____

TITLE: _____

PHONE #: _____

CITY, ST ZIP: _____

EMAIL: _____

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 5
under Master Lease Purchase Agreement dated August 1, 2017

#	Product Description	Qty
1	10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack) Part Number BP832LL/A 10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack) Part Number: MW7L2LL/A Quantity: 1,200	120
2	Logitech Rugged Combo 3 Case with Integrated Smart Connector Keyboard for 10.2-inch iPad (7th gen) – Blue Part Number HNMA2ZM/A	1,200
3	APS PROJ COORDINATOR SVCS-USA Part Number D7975LL/A	1
4	APS CUSTOM IPAD DEPLOY OFFSITE SVCS-USA Part Number D6160LL/A	1,200
5	AppleCare OS Support – Preferred Part Number D5690ZM/A	1
6	Mosyle Manager for iOS, macOS and tvOS Subscription License (3 year) Part Number HM7B2LL/A	1,200

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

EXHIBIT B**ACCEPTANCE CERTIFICATE**

Re: Schedule No. 5, dated June 4, 2020, (the "Schedule") to Master Lease Purchase Agreement, dated as of August 1, 2017, between Apple Inc., as Lessor, and LAKESIDE UNION SCHOOL DISTRICT, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.

Payee Name: _____

Description or Invoice #

\$ Amount

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third party integrator, and is accepted by Lessee on the date hereof.
- (2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.
- (3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.
- (4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)

LESSEE: **LAKESIDE UNION SCHOOL DISTRICT**

Signature: **X** _____

Printed Name/Title: **X** _____

Date: **X** _____

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: **LAKESIDE UNION SCHOOL DISTRICT**

Signature: **X** _____

Printed Name/Title: **X** _____

Date: **X** _____

PLEASE RETURN PAYMENT REQUEST TO:

APPLE INC. ~ 8377 East Hartford Drive, Suite 115 ~ Scottsdale, AZ 85255

EXHIBIT D**BANK QUALIFIED DESIGNATION****Schedule No. 5 to Master Lease Purchase Agreement Dated August 1, 2017****Lessee hereby represents and certifies the following (please check one):****Bank Qualified [if Bank Qualified, also check the box on Line 39 of IRS Form 8038-G]**

- ☐ Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III).
[Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2020 will not exceed \$10,000,000.]

Non-Bank Qualified [if Non-Bank Qualified, do not check the box on Line 39 of IRS Form 8038-G]

- ☐ Check this box if Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE: LAKESIDE UNION SCHOOL DISTRICT**Signature: X** _____**Printed Name/Title: X** _____**Date: X** _____

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

REF 102897

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name Lakeside Union School District		2 Issuer's employer identification number (EIN) 95-6001809
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 12335 Woodside Ave	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Lakeside, CA 92040		7 Date of issue June 4, 2020
8 Name of issue Schedule No. 5 dated June 4, 2020 to Master Lease Purchase Agreement dated August 1, 2017		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	\$496,776	25
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	08/01/2023	\$ 496,776.25	\$ N/A	3.16 years	2.7696 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) N/A

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____			
c	Enter the name of the GIC provider ► _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____			
c	Enter the EIN of the issuer of the master pool bond ► _____			
d	Enter the name of the issuer of the master pool bond ► _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ► _____			
c	Type of hedge ► _____			
d	Term of hedge ► _____			
42	If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement			
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name Michael Krahenbuhl	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN PO1850365
Firm's name ► Pinnacle Public Finance	Firm's EIN ► 27-3119149			
Firm's address ► 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255	Phone no. 480-419-4800			

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

LAKESIDE UNION SCHOOL DISTRICT

- 1) Property Damage & Loss Coverage -
 - a) "All Risk" Physical Damage & Loss Insurance
 - b) Include: Policy Number, Effective Date and Expiration Date
 - c) **APPLE INC. and its Assigns** named "Loss Payee"
 - d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 2) The Certificate Holder should be named as follows:

APPLE INC. and its assigns
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

FOR SELF INSURANCE:

Self-insurance is only permitted **with Lessor's prior written consent.** If Lessee intends to self-insure for the policies described above, Lessee should contact Lessor immediately to discuss its self-insurance program. If Lessor consents to Lessee's self-insurance program, Lessee agrees to provide a letter on Lessee's letterhead, addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Schedule under the Master Lease, briefly describe the program, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

EXHIBIT F

INCUMBENCY CERTIFICATE

Schedule No. 5 to Master Lease Purchase Agreement dated August 1, 2017

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: **LAKESIDE UNION SCHOOL DISTRICT**

Signature: **X** _____

Printed Name/Title: **X** _____

Date: **X** _____

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)

**ACKNOWLEDGEMENT OF BOARD APPROVAL
FROM A BOARD OF EDUCATION MEETING**

Board:	Lakeside Union School District
Date of Board Meeting:	May 14, 2020
Lessee:	Lakeside Union School District
Lessor:	Apple Inc.
Master Lease	Master Lease Purchase Agreement dated 08/01/2017
Lease	Schedule No. 5 dated June 4, 2020 to the Master Lease
Equipment to be purchased:	See attachment for details
Cost not to exceed:	\$508,718.00
Rate of interest:	0.9695% Note: If the interest rate listed above is a promotional rate of interest, the original purchase price of the equipment may be discounted to reach an equivalent payment amount at a market rate of interest.

A motion was offered by _____, seconded by _____, and carried by a vote of ____ to ____ to approve entering into a Master Lease Purchase Agreement with Apple Inc. for the purpose of purchasing, via a financing contract, the equipment listed on the attachment. The cost shall not exceed the figure specified above.

Lessee has or will comply with applicable property acquisition laws, public bidding requirements, and open meeting laws in connection with the Master Lease and the transactions contemplated thereby. Lessee is within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, a political subdivision or agency of the State of **California** with full power and authority to enter into, and perform its obligations under, the Lease.

The Master Lease and the Lease have been or will be duly authorized, executed, and delivered by Lessee. It is the intention of the Board that the above Lease shall constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by state and federal laws affecting creditors' remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

Capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein.

I certify the above Lease is approved by the Board of Education.

_____ Board Member Signature	_____ Date
_____ Print Name	_____ Title

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 14, 2020

Agenda Item:

Galasso Bakery quote for paper.

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

Accept quote prices from Galasso Bakery for 2020-2021 school year. In accordance with Title 2, Code of Federal Regulations, Section 200.320(f)(2), noncompetitive procurements resulting from a public emergency, we are invoking this procedure for extending a renewal.

Fiscal Impact (Cost):

See price list with changes

Funding Source:

1300 5310000 0000 3700 4700090 189 770

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Discussion**

☒ **Approval**

☐ **Adoption**

☐ **Denial/Rejection**

☒ **Ratification**

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

Originating Department/School: Food Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 



April 29, 2020

Sally Spero, SNS
Child Nutrition Director
Lakeside Union School District
12335 Woodside Avenue,
Lakeside, CA 92040

Regarding : 2020 - 2021 Fresh Bread Prices

Dear Ms. Spero,

Galasso's Bakery would like to offer the extension of service to Lakeside Union School District with the attached fresh bread pricing for the 2020 - 2021 school year. The prices reflect an increase due to the extreme rapid rising costs of labor, and diesel fuel, along with a substantial one year increase in the Consumer Price Index (CPI) for "Food Away from Home". The prices will be effective July 01, 2020 through June 30, 2021. Please help us by achieving a \$75.00 minimum per delivery when placing your orders.

Additionally, Galasso's Bakery has elected to relinquish the handling of all tortilla items. We can recommend viable solutions for you upon request. We will also be discontinuing any items that have an "NA" in the price column. Any additional items that are required can be added to your authorized product list by contacting:
Albert Armenta (714) 292-6638 or aarmenta@galassos.com

Please confirm by signing below, and returning to my office via fax, e-mail or mail.

Thank you for your support. We look forward to working with you for the upcoming school year!

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Bailey".

Mark Bailey,
Chief Financial Officer
Galasso's Bakery

Lakeside Union School District agrees to extend the terms and conditions, as indicated, for the 2020 - 2021 school year. Effective from July 01, 2020 through June 30, 2021

Signature of authorized representative

Date

Print or type name



Lakeside Union School District 2020/2021 School Year Price List

Item #	Product Description	2019/2020	2020/2021
		<u>Price</u>	<u>Price</u>
01115	GOLDEN 4 IN RANDOM CUT BUN 12PK	2.00	2.10
01206	WHITE PULLMAN 24OZ 1/2 IN SLICE	2.95	2.05
01209	WHITE PILLOW 24OZ 1/2 IN SLICE	3.25	3.25
01236	WHITE PLAIN 4 IN HAMBURGER BUN 12PK	3.55	2.10
01286	WHITE PLAIN 6 IN HOT DOG BUN 12PK	1.85	1.94
02106	WHEAT PULLMAN 24OZ 1/2 IN SLICE	1.95	2.05
02116	WHITE WHOLE WHEAT 6 IN HOT DOG BUN 12PK	1.90	2.00
02119	WHITE WHOLE WHEAT PULLMAN 24OZ 1/2 IN SLICE	3.25	2.05
02139	WHITE WHOLE WHEAT 4 IN HAMBURGER BUN 12PK	2.00	2.10
04817	BRIOCHE STYLE 3 IN SLIDERS 12PK	2.25	2.36
07073	WHITE WHOLE WHEAT BAGEL 6PK	2.49	2.61
07075	6 IN CORN TORTILLA 2 DOZEN	1.67	NA
07076	6 IN WHITE WHOLE WHEAT TORTILLA 24PK	4.61	NA
07078	8 IN WHITE WHOLE WHEAT TORTILLAS 24PK	4.90	NA
07079	10 IN WHITE WHOLE WHEAT TORTILLAS 24PK	5.42	NA
07111	WHITE ENGLISH MUFFIN 12OZ 6PK	1.65	1.73

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 14, 2020

Agenda Item:

Food Services contract renewal with Gold Star Foods, Inc.

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

Contract Number FS-2019/20DF renewed for an additional one-year period from July 1, 2020 to June 30, 2021. In accordance with Title 2, Code of Federal Regulations, Section 200.320(f)(2), noncompetitive procurements resulting from a public emergency, we are invoking this procedure accepting CPI price adjustments as part of the bid.

Fiscal Impact (Cost):

1.79% Cost increase to current food prices

Funding Source:

1300-5310000-0000-3700-4700000-189-770

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: Food Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 



GOLD STAR FOODS

April 6, 2020

Sally Spero, Director
Lakeside Union School District
12335 Woodside Avenue
Lakeside, CA 92040

Re: Extension Offer for Bid No. FS-2019/20DF

Gold Star Foods, Inc. is awarded the contract FS-2019/20DF. The term of that original contract was July 01, 2019 through June 30, 2020. The contract may be extended for an additional two [2] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods, Inc respectfully requests a one-year extension effective July 1, 2020, with the following representation:

1. Manufacturer price changes. Supporting documentation will be provided upon receiving final 2020-21 pricing from each manufacturer.
2. Price increase of 1.79% based on current C.P.I. for U.S. City Average Area using the "Special Aggregated Index" category of "All items Less Shelter" under the "All Urban Consumers".

We are proud to be your ongoing Child Nutrition Partner and sincerely value our relationship.

Thank you,


John Cho
V.P. of Merchandising and Contracts

Acceptance:

Signature

Title

Date

3781 East Airport Drive
Ontario, CA 91761
www.goldstarfoods.com

Administration:

STEPHEN B. HALFAKER, Ed.D.
Interim Superintendent
ERIN GARCIA
Assistant Superintendent
ANDY JOHNSON, Ed.D.
Assistant Superintendent



Board of Trustees:

GELIA G. COOK
TWILA C. GODLEY
C. KEITH HILDRETH
KEVIN C. HOWE
BONNIE LACHAPPA

March 26, 2020

Gold Star Foods
ATTN: Shelly Reel
Regional Sales Manager
3781 East Airport Drive
Ontario, CA 91761

Dear Shelly Reel:

The Lakeside Union School District is considering the renewal of the Contract Number FS-2019/20DF for an additional one-year period from July 1, 2020 through June 30, 2021.

As stated in the *Scope of Work Section 5 and 6* your company may submit price changes with required manufacturer documentation at this time.

In order to maintain the necessary timelines for our District please sign and date this letter and return with documentation to my attention no later than April 16, 2020.

Please feel free to contact me at 619-390-2617 if you have any questions.

Sincerely yours,

Amey Brown
Account Tech/Purchasing

Per the conditions stated in *Scope of work Sections 5 and 6*, Gold Star Foods would like to remember the contract for the period July 1, 2020 through June 30, 2021.

(Signature)

April 6, 2020
(Date)

VP Merchandising & Contracts
(Title)

John Cho
(Print Name)

****CPI (1.79%) and Manufacture increases will be applied.****

Schools of Arts and Sciences

12335 Woodside Avenue • Lakeside, California 92040
DISTRICT OFFICE 619.390.2600 • FAX 619.561.7929 • <http://www.lsusd.net/>

CPI for All Urban Consumers (CPI-U)

Original Data Value

Series Id: CUSR0000SA0L2
 Seasonally Adjusted
 Series Title: All items less shelter in U.S. city average, all urban
 Area: U.S. city average
 Item: All items less shelter
 Base Period: 1982-84=100
 Years: 2010 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2010	207.987	207.710	207.844	207.896	207.671	207.476	207.995	208.442	208.883	209.904	210.567	211.693		
2011	212.567	213.448	214.971	216.345	217.250	217.046	217.614	218.420	218.977	218.988	219.406	219.272		
2012	219.997	220.509	220.975	221.280	220.457	220.049	220.007	221.680	222.992	223.637	222.933	222.724		
2013	223.172	224.713	223.612	222.732	222.636	223.201	223.667	224.204	224.147	224.179	224.465	225.046		
2014	225.585	225.716	226.075	226.443	226.763	227.032	227.114	226.823	226.601	226.293	225.385	224.135		
2015	221.716	222.274	222.854	222.906	223.796	224.418	224.536	224.301	223.226	223.283	223.407	222.790		
2016	222.513	221.757	222.194	223.092	223.545	224.155	223.838	224.174	224.472	224.878	225.046	225.723		
2017	226.838	226.977	226.376	226.572	226.106	226.157	226.175	227.052	228.352	228.099	228.930	229.272		
2018	230.276	230.972	230.514	230.943	231.485	232.052	232.147	232.377	232.684	233.073	232.597	232.258		
2019	231.799	232.286	233.160	233.921	233.933	233.897	234.528	234.591	234.643	235.356	235.877			
2020	236.582	236.525												

Calculation: $236.525 - 232.286 = 4.2390000000000000$
 $4.239 / 236.525 = 0.017921996$
 $0.017921996 \times 100 = 1.79\%$

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 14, 2020

Agenda Item:

Extending Pizza Renewal for an additional year 2020-2021.

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

Extending renewal with Domino's Pizza for an additional one-year period from July 1, 2020 to June 30, 2021. In accordance with Title 2, Code of Federal Regulations, Section 200.320(f)(2), noncompetitive procurements resulting from a public emergency, we are invoking this procedure for extending a renewal.

Fiscal Impact (Cost):

See Pricing Sheet

Funding Source:

1300-5310000-0000-3700-4700000-189-770

Addresses Emphasis Goal(s):

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

Recommended Action:

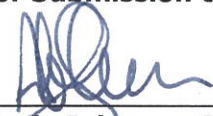
☐ **Informational** ☐ **Denial/Rejection**
☐ **Discussion** ☒ **Ratification**
☒ **Approval** ☐ **Explanation:** Click here to enter text.
☐ **Adoption**

Originating Department/School: Food Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 



Pricing Summary for Whole Pizzas and Individual Slice Servings (Initiated for Covid-19 Emergency Service)

Lakeside Union Elementary School District

Date: 4-21-20
Pricing For: Sally Spero – Director of Child Nutrition Services
619-390-2600 x2550
Lakeside Union Elementary School District
12335 Woodside Ave., Lakeside, CA 92040

Store # - 7717

Provided By: Pizza Enterprises, Inc., dba Domino's Pizza – Eric Miessner
619-261-7156, emiessner@msn.com

Product Summary: Domino's Pizza Smart Slice: 14" - 8 cut option. *All products below meet or exceed USDA/NSLP for mainline entrée for Food Based Meal Pattern Requirement per slice, Ultra Grain - 51% Whole Wheat Dough, reduced fat mozzarella cheese, low fat/low sodium pepperoni, regular pizza sauce.*

Pricing for: 2 grains and 2 meat/ma - 14" - 8 cut NSLP entrée for mainline, 16 oz. Dough (Whole Wheat Dough 51%)

<i>Product Description</i>	<i>Pricing for 2020 - 21</i>
Cheese – 14" 8 cut Profile 11412 – Whole Pizza	\$7.39/pizza
Pepperoni – 14" 8 cut Profile 11413 – Whole Pizza	\$7.39/pizza
Cheese – 14" 8 cut Profile 11412	\$10.00/pizza in individual slice boxes
Pepperoni – 14" 8 cut Profile 11413	\$10.00/pizza in individual slice boxes
*Individual Slice Pricing - includes pricing per slice box and additional labor needed to separate and re-pack each slice.	This is the out the door pricing for individually sliced pizza – whole pizza price.

Terms: Pricing effective July 1, 2020 and will remain unchanged until next contract period.

Attn: Sally Spero,

We look forward to stepping up and partnering with Lakeside Union Elementary School District in servicing your school sites during this unprecedented Covid-19 outbreak. Above is the pricing for the individual slices and whole pizzas in our sanitized hot bags in feeding your students.

Please feel free to contact me with any questions.

Thank you,

Michael Sfreddo

West Region Account Manager

Domino's Pizza Smart Slice- School Lunch Team

714-328-6217

Michael.Sfreddo@dominos.com

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 14, 2020

Agenda Item:

Food Service contract renewal with American Produce.

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

Contract Number FS-2018/19FP renewed for an additional one year period from July 1, 2020 to June 30, 2021

Fiscal Impact (Cost):

Section A of the 2019-20 renewal contract will remain the same. Items from Section B have changed (see list attached).

Funding Source:

6100 5310000 0000 3700 4700000 189 770

Addresses Emphasis Goal(s):

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

Recommended Action:

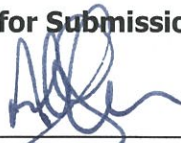
☐ **Informational** ☐ **Denial/Rejection**
☐ **Discussion** ☒ **Ratification**
☒ **Approval** ☐ **Explanation:** [Click here to enter text.](#)
☐ **Adoption**

Originating Department/School: Food Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

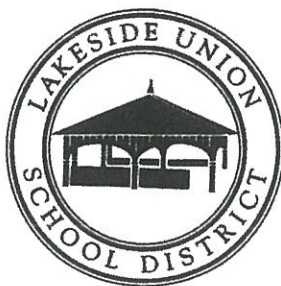

Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

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.

March 25, 2020

American Produce
ATTN: Mike Sullivan
698 Anita Rd. Suite B
Chula Vista CA 99199

Dear Mr. Sullivan:

The Lakeside Union School District is considering the renewal of the Contract Number FS-2018/19FP for an additional one-year period from July 1, 2020 through June 30, 2021.

As stated in the *Scope of Work Section 6 and 7* your company may submit price changes with required cost of goods documentation at this time.

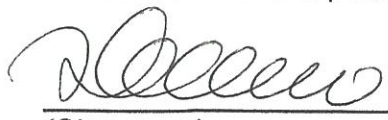
In order to maintain the necessary timelines for our District please sign and date this letter and return with documentation to my attention no later than April 08, 2020.

Please feel free to contact me at 619-390-2617 if you have any questions.

Sincerely yours,

Amey Brown
Account Tech/Purchasing
Business Services

Per the conditions stated in *Scope of Work Sections 6 and 7*, American Produce would like to renew the contract for the period July 1, 2020 through June 30, 2021.


(Signature)

4-6-2020
(Date)

PRESIDENT
(Title)

Michael Bluso
(Print Name)

American Produce Distributors

Fresh Produce the year round

698 Anita Street Suite B

Chula Vista Ca. 91911

PHONE: (619) 424-6551

FAX: (619) 424-6087

Try our web site at !!!

www.americanproducedistributors.com

MIKE SULLIVAN

CELL PHONE 858-583-1246

LAKESIDE UNION SCHOOL DISTRICT

Price changes 2020-2021

Bid Number FS-2018/19FP

Dear Amey Brown

4/6/2020

Thank you for considering American Produce Distributors for renewal in 2020-2021 school year. We look forward to serving Lakeside Union School District for another year.

Section A of the 2019-2020 contract will remain the same. The items listed below from section B have changed. Enclosed are the required documentation as stated on pages 8 and 9 of Scope of Work numbers 6 and 7.

1	BROCCOLI BUDS 3# BAG	\$5.65	BAG
2	CABBAGE, GREEN SHREDDED 5# BAG	\$4.70	BAG
3	CABBAGE, RED SHREDDED 5# BAG	\$5.38	BAG
4	CARROTS DICED 1/4" 5# BAG	\$5.70	BAG
5	CARROT SHREDDED 5# BAG	\$5.33	BAG
6	CAULIFLOWER BUD 3# BAG	\$9.13	BAG
7	CELERY DICED 5# BAG	\$6.39	BAG
8	CELERY STICKS 5# BAG	\$7.58	BAG
9	LETTUCE SHREDDED 5# BAG	\$3.59	BAG
10	ONIONS DICED 5# BAG	\$5.02	BAG
11	ONIONS WHOLE PEELED 5# BAG	\$4.75	BAG
12	RADISH CLEANED 5# BAG	\$14.72	BAG
13	LETTUCE CHOPPED ROMAINE 5# BAG	\$6.60	BAG

Sincerely

Mike Paluso

Ed Stein

Mike Sullivan



April 2, 2020

American Produce
698 Anita St.
Chula Vista Ca, 91911

Field Fresh Foods has and continues to be committed to providing the most competitive prices to American Produce. This long-term commitment has resulted in minimal increases based on volume commitments on a year to year basis. Due to ongoing legislative acts and their inflationary cost pressures, we will be implementing price increases across our product line.

During the 2020-2021 school year we will be absorbing two minimum wage increases. On July 1st, 2020 there will be a 5.2% increase implemented within unincorporated Los Angeles County. This will be followed by an additional 7.6% increase on January 1st, 2021 which will be implemented by the state of California. Field Fresh Foods will be impacted by both of these increases. The first will directly affect our labor costs while the second will be absorbed through the increased costs of raw material.

With Federal law requiring digital log books, nationwide shortages of transportation have continued to result in upward trends. We are anticipating an increase in order to cover anticipated input-cost increases throughout the school year.

Field Fresh Foods will continue our commitment to producing the freshest and most wholesome products available while providing the best value.

Best Regards,

A handwritten signature in black ink, appearing to read "Daniel Lozada", written over a horizontal line.

Daniel Lozada
Senior Market Analyst

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 14, 2020

Agenda Item:

Approval of the Side Letter of Agreement between the District and CSEA and its Chapter 240 related to the COVID -19 emergency.

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

Approval is requested of a Side Letter of Agreement between the District and CSEA and its Chapter 240 regarding the temporary changes to District schools as a result of the novel coronavirus (COVID-19) public health emergency. The agreement addresses compensation, leaves, safety, and classified service work during the public health emergency.

Fiscal Impact (Cost):

Cost of PPE Equipment-TBD

Funding Source:

General Fund

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☒ **Ratification**

☒ **Approval**

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

☐ **Adoption**

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

SIDE LETTER OF AGREEMENT

BETWEEN THE LAKESIDE UNION SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ("CSEA") AND ITS LAKESIDE CHAPTER NO. 240

This Side Letter of Agreement (hereinafter "Agreement") is entered into by and between the Lakeside Union School District (hereinafter "District") and the California School Employees Association and its Lakeside Chapter No. 240 (hereinafter "CSEA") regarding the temporary changes to District schools as a result of the novel coronavirus (COVID-19) public health emergency.

The District and CSEA recognize the importance of continuing to serve students and deliver high quality instruction and services through distance learning and possibly staggered instruction during the school closure. The District and CSEA recognize that schools are critical to daily life and that many classified employees are considered essential workers during the public health emergency. We agree that continuity of District operations should be maintained, and the provisions contained in this Agreement should be made for District employees who are impacted by the pandemic.

The District and CSEA agree as follows:

Compensation

1. The District will continue to compensate all unit members who continue to perform work duties or who are on an approved paid leave of absence. In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus pandemic, CSEA bargaining unit employees will not suffer an involuntary reduction in regularly assigned time absent a layoff.

Leaves

2. In the event a CSEA bargaining-unit employee is exposed to COVID-19, tests positive for COVID-19, or presents with symptoms of COVID-19 (fever, cough, or difficulty breathing) such employee shall use the appropriate accrued leave for time off work relating to such symptoms.

3. Subject to District approval, Employees shall have the ability to use leave consistent with the current law and the District's operational needs. The District will not discharge, discipline, or discriminate against employees who lawfully take paid sick leave or expanded family and medical leave under the Families First Coronavirus Response Act (HR 6201).
4. Any unit member on an approved leave of absence, prior to and continuing during the closure of schools, will continue as originally approved.
5. Notwithstanding Article 19.7 of the Parties' collective bargaining agreement, employees who have accrued more than one (1) year's earned vacation (excess vacation) at the end of the 2019-2020 fiscal year may carry such excess to December 31, 2020. Any excess vacation leave must be exhausted by December 31, 2020.

Safety

6. Without providing personally identifiable information, the District will inform CSEA as soon as practicable should it learn a District employee or student is confirmed or presumptively positive for COVID-19 and was present at a District school or facility during the presumed incubation period and/or after such period. Such notice shall identify which District school or facility may have been exposed.
7. The District will provide training to unit members who physically report to work during the school closure in public health measures, hygiene, and sanitation to help prevent the spread of the novel coronavirus. The District shall monitor the health orders applicable to San Diego County public school districts and their employees and will provide the personal protective equipment ("PPE") required therein. (The parties recognize there may be shortage of supplies but will make every effort to supply required PPE.)

Classified Service Work

8. During the changes to instruction or curtailment of operations resulting from the COVID-19 public health emergency, the District may require unit members to perform their regular work assignment (at their regular workplace or remotely) or work outside of their regular work assignment pursuant to Government Code § 3100.

9. Absent approved leave, unit members shall report to their physical workspace as directed by their supervisor.
10. Remote work arrangements shall be entirely at the District's discretion, and no grievance or appeal right may arise from denial of any employee request for remote work. Absent approved leave, during their duty hours, unit members approved to work remotely shall:
 - a. Comply with all District policies, administrative regulations, work schedules, and job assignments;
 - b. Continue to perform their job duties within regular work hours established for the position, unless otherwise agreed upon by the Superintendent or designee in writing;
 - c. Conduct their work in a location that is safe and free of obstructions, hazards, and distractions;
 - d. Report to their supervisor any serious injury or illness occurring in the home workspace or in connection with their employment as soon as practicably possible;
 - e. Take appropriate, uninterrupted meal and rest breaks, and shall provide their supervisors with records of the hours they work;
 - f. Notify their supervisor when unable to work due to illness, equipment failure, or other unforeseen circumstances;
 - g. Remain in regular communication with their supervisors;
 - h. Ensure they periodically monitor their voicemail and District email; and
 - i. Be on-call and available to physically report to work as needed.
11. Absent approved leave, unit members directed by their supervisor not to physically report to work shall:
 - a. Be ready, willing, and available to work;
 - b. Be accessible by phone; and
 - c. Be ready and able to report to their physical workspace within one (1) hour.
12. Unit members are prohibited from engaging in for-profit activities during their duty hours.
13. The District may temporarily modify unit members' work schedules during the school closure. Such changes shall not result in the right or entitlement of any unit member to continue working such modified work hours. Employees directed to work more than eight (8) hours per day or more than forty (40) hours per week shall receive overtime pay.


Miscellaneous

14. The Reopener Clause in the 2016-2019 Collective Bargaining Agreement between the Parties provides in relevant part that “Article 10 (Salaries) and Article 12 (Employee Benefits) shall reopen automatically provided that either party submits an initial proposal to the Governing Board no later than May 1.” (Article 26.1). For initial proposals regarding 2020-21 reopeners only, the Parties hereby agree to extend the Article 26.1 May 1st deadline to submit initial proposals to the Governing Board to June 10th, 2020.
15. All components of the operative Collective Bargaining Agreement between the District and CSEA not addressed by the terms of this Agreement shall remain in full effect.
16. The District and CSEA agree that this Agreement shall not be admitted into evidence or used by either party against the other as evidence of any violation of the collective bargaining agreement between the parties, any precedent or practice of the parties, unfair practice charge, or any violation of law in any administrative or judicial tribunal of any kind or nature, except to prove a violation of this Agreement.
17. The terms of this Agreement shall apply only during the time period when the District’s provision of instruction and services is changed due to the COVID-19 public health emergency. This Agreement shall automatically expire when in-person instruction fully resumes.
18. This Agreement is non-precedent setting. This Agreement resolves any and all negotiable impacts and effects related to COVID-19 school closure and changed provision of instruction and services. Upon written request by CSEA, the parties will meet to discuss the potential implications of new changes due to COVID-19. The District and CSEA reserve the right to negotiate any impacts and effects unrelated to the school closure and changes in instruction and services due to COVID-19.

[CONTINUED ON FOLLOWING PAGE]

19. This Agreement is subject to ratification by the District's Governing Board and CSEA's internal process, the contents of this Agreement represent the sole and only agreement of the Parties as to all issues related to its contents, and neither Party has relied upon any representations by the other which are not set forth in this Agreement.


Dated: 5-6-2020

By: 
For District

Dated: 5-7-20

By: 
For CSEA

Dated: 05/07/2020

By: 
For CSEA

Date Ratified By the District's Governing Board: _____

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/14/20

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:
Grant	\$7,500	San Diego Hunger Coalition	District's Food Service
	\$500	Larry and Margaret Schweer	LMS' Outdoor School in honor of Barbara Wise
	\$100	Barbara Bernardi	LMS' Outdoor School in honor of Barbara Wise
	\$500	San Diego Foundation	Lakeside Middle School FFA Program
	\$100	Music in the Park	LMS' Show Choir program.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/14/20

Agenda Item:

Board Policy and Administrative Regulation 6142.2: World Language Instruction

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

Adoption: Policy and regulation retitled to be consistent with terminology used in the Education Code pursuant to **NEW LAW (AB 2319, 2018)**. Policy and regulation updated to reflect **NEW STATE CONTENT STANDARDS** for world language instruction adopted by the State Board of Education in January 2019. Policy also reflects University of California guidance stating that American Sign Language courses may be used to satisfy world language coursework requirements for college admission, and reflects state regulations which require districts to establish a process for receiving and responding to input from parents/guardians and other stakeholders regarding the world language in which instruction will be provided in any program sufficient to produce proficiency in a world language. Regulation also reflects state regulation requiring districts to establish a process for receiving and responding to parent/guardian requests to establish a language acquisition program not currently offered at the school.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Lisa DeRosier, Executive Assistant


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: _____

WORLD LANGUAGE INSTRUCTION

In order to prepare students for global citizenship and to broaden their intercultural understanding and career opportunities, the Governing Board shall provide students with opportunities to develop communicative and cultural proficiency and literacy in one or more world languages.

The Superintendent or designee shall recommend a variety of world languages to be taught in the district's educational program based on student interest, community needs, and available resources.

For any program designed to provide students with instruction in a language other than English to a degree sufficient to produce proficiency in that language, the Superintendent or designee shall establish a process for schools to receive and respond to input from parents/guardians and other stakeholders regarding the non-English language in which instruction will be provided. (5 CCR 11300, 11312)

If American Sign Language courses are offered, they shall be open to all students regardless of hearing status.

The district shall offer a sequential curriculum aligned with the state content standards, state curriculum framework, and, as applicable, California university admission requirements for languages other than English.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

Instruction in world languages shall be offered to secondary school students beginning no later than grade 7 and shall be designed to develop students' skills in understanding, speaking, reading, and writing the language. (Education Code 51220)

(cf. 6143 - Courses of Study)

The district may establish a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. (Education Code 305-306)

(cf. 6174 - Education for English Learners)

The Board shall ensure that students have access to high-quality instructional materials in world languages. In accordance with Board policy, teachers shall be encouraged to identify and use supplemental resources, such as literature, technology, newspapers and other media, dictionaries, and volunteers from the community to enhance the world language instructional program.

WORLD LANGUAGE INSTRUCTION

(cf. 1240 - Volunteer Assistance)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6163.1 - Library Media Centers)

The Superintendent or designee shall provide professional development as necessary to ensure that teachers of world languages have the knowledge and skills they need to implement an effective instructional program that helps students attain academic standards, including communicative and cultural proficiency and understanding.

(cf. 4131 - Staff Development)

Students shall obtain credit toward high school graduation requirements for completing one year of a world language or American Sign Language course during grades 9-12.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

The district shall determine appropriate measures to assess student proficiency in world languages offered by district schools. Students who have attained a high level of proficiency may receive recognition for their achievement, including the State Seal of Biliteracy for students graduating from high school.

(cf. 5126 - Awards for Achievement)

The Superintendent or designee shall provide periodic reports to the Board regarding the effectiveness of the district's world language program which may include, but not be limited to, whether the district's world language program is serving the grade levels required by law, a description of the district's curriculum and the extent to which it is aligned with the state's content standards and curriculum framework, student achievement of district standards for world language instruction, and student participation rates in each language course. Program evaluation shall be used to identify needed improvements and may be considered in determining the world languages to be taught in the district.

(cf. 0500 - Accountability)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

300-310 Education for English learners
42238.02 Local control funding formula; class size requirements
44253.1-44253.11 Qualifications of teachers of English learners
44256-44257 Credential requirements, including teachers of world language
48980 Parental notifications
51212 Legislative intent to encourage world language instruction in grades 1-6

WORLD LANGUAGE INSTRUCTION

Legal Reference Continued:

51220 *Courses of study, grades 7-12*
51225.3 *High school graduation requirements*
51243-51245 *Alternative credits toward graduation for world language instruction in private school*
60119 *Public hearings, instructional materials*
60605.3 *Content standards for world language instruction*
60605.5 *Revision of state standards for world language instruction*
CODE OF REGULATIONS, TITLE 5
1632 *Alternative credits toward graduation for foreign language instruction in private school*
11300-11316 *Multilingual and English learner education*

Management Resources:

CSBA PUBLICATIONS
Proposition 58 Regulations, Fact Sheet, August 2018
English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018
English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Multilingual FAQ
World Languages Framework for California Public Schools, Kindergarten Through Grade Twelve
California Spanish Assessment Fact Sheet, March 2019
World Languages Standards for California Public Schools, Kindergarten Through Grade Twelve, January 2019
California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2017
CENTER FOR APPLIED LINGUISTICS PUBLICATIONS
Guiding Principles for Dual Language Education, Second Edition, 2007
COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS
CL-622 Serving English Learners
NATIONAL EDUCATION ASSOCIATION PUBLICATIONS
21st Century Skills Map: World Languages, January 2011
UNIVERSITY OF CALIFORNIA PUBLICATIONS
A-G Policy Resource Guide
WEB SITES
CSBA: <http://www.csba.org>
American Council on the Teaching of Foreign Languages: <http://www.actfl.org>
California Association for Bilingual Education: <http://www.gocabe.org>
California Department of Education, World Languages: <http://www.cde.ca.gov/ci/fl>
California Language Teachers' Association: <http://www.clta.net>
California World Language Project: <http://www.stanford.edu/group/CFLP>
Center for Applied Linguistics: <http://www.cal.org>
National Education Association, Partnership for 21st Century Skills: <http://www.nea.org/home/34888.htm>
University of California, A-G Policy Resource Guide: <http://www.ucop.edu/agguide>

Instruction**WORLD LANGUAGE INSTRUCTION****Content of Instruction**

The district's instructional program for world languages shall be designed to help students gain knowledge about language systems, develop a cultural understanding, and use that knowledge to communicate. Students shall receive instruction which is aligned with state academic standards appropriate to their age and stage of linguistic and cultural proficiency in the following categories:

1. Communication: Students shall be taught to effectively convey and receive messages by engaging in or interpreting written, spoken, and/or signed languages, including:
 - a. Language functions, which describe the purposes to which language is used in culturally appropriate real-world communication
 - b. The setting in which the language is used, which includes using language both within and beyond the classroom to interact in local communities and abroad
 - c. The structures used to convey meaning
2. Cultures: Students shall receive instruction that allows them to interact, with competence and understanding, with those who are native to the language in a variety of real-world settings.

(cf. 6142.94 - History-Social Science Instruction)

3. Connections: Students shall receive instruction that builds, reinforces, and expands their knowledge of other disciplines using the language to develop critical thinking and problem-solving skills, and to access and evaluate information and diverse perspectives readily or only available through the language and its cultures, in order to function in real-world, academic and career-related settings.

(cf. 6011 - Academic Standards)

Dual-Language Immersion Programs

The district's dual-language immersion programs may be based on either or both of the following models:

1. A 50:50 model in which instruction is provided in the non-English target language for 50 percent of the time and in English for 50 percent of the time, throughout the duration of the program

Instruction

WORLD LANGUAGE INSTRUCTION

2. A 90:10 model in which instruction is provided in the non-English target language for 90 percent of the time and in English for 10 percent of the time during the first year of the program, decreasing the percentage of time in the non-English language in each subsequent year until there is a 50:50 balance of languages

(cf. 6174 - Education for English Learners)

Native English speakers shall generally be admitted into the program only during the first grade level at which the program is offered, and English learners during the first or second grade level at which the program is offered. Bilingual students may enter the program at any time. On a case-by-case basis, the Superintendent or designee may admit a student later in the program if it is determined that the student is adequately prepared for and will benefit from the program.

In enrolling students for the program, the district shall strive to maintain a ratio of half native English speakers and half English learners, and such ratio shall not fall below one-third for either language group except under exceptional circumstances.

Any dual-language immersion program offered in grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

Whenever one or more English learners are enrolled in a dual-language immersion classroom, the class shall be taught by a teacher who possesses the appropriate authorization issued by the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Learners)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the district's dual-language immersion program and other language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program. (Education Code 310)

(cf. 5145.6 - Parental Notifications)

If a school does not currently offer a dual-language immersion program but the parents/guardians of 30 or more students at the school, or 20 or more students at the same grade level, request the establishment of such a program, the district shall determine whether it is possible to offer such a program in accordance with 5 CCR 11311.

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/14/20

Agenda Item:

Board Bylaw 9400: Board Self-Evaluation

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

Adopt: Bylaw updated for consistency with CSBA's online board self-evaluation tool and facilitator services. Bylaw also links board self-evaluation to the identification of strategies for strengthening board performance, including board trainings.

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 Johnson, Superintendent

Reviewed by Cabinet Member: _____

BOARD SELF EVALUATION

The Governing Board shall annually conduct a self-evaluation in order to demonstrate accountability to the community and ensure that district governance effectively supports student achievement and the attainment of the district's vision and goals.

(cf. 0000 - Vision)

(cf. 2140 - Evaluation of the Superintendent)

The evaluation may address any areas of Board responsibility, including but not limited to Board performance in relation to vision setting, curriculum, personnel, finance, policy development, collective bargaining, community relations, and advocacy. The evaluation also may address objectives related to Board meeting operations, relationships among Board members, relationship with the Superintendent, understanding of Board and Superintendent roles and responsibilities, communication skills, or other governance or boardsmanship skills.

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

The Board shall evaluate itself as a whole. Individual Board members are also expected to use the evaluation process as an opportunity to assess and set goals for their own personal performance.

Each year the Board, with assistance from the Superintendent, shall determine an evaluation method or instrument that measures a reasonable number of previously identified performance objectives.

Any discussion involving the Board's self-evaluation shall be conducted in open session. At the request of the Board, a facilitator may be used to assist with the evaluation process. The Board may invite the Superintendent or others to provide input into the evaluation process.

Following the evaluation, the Board shall set goals, define and/or refine protocols, and establish priorities and objectives for the following year's evaluation. The Board shall also develop strategies for strengthening Board performance based on identified areas of need, including, but not limited to, Board trainings such as those offered by the California School Boards Association.

(cf. 9230 - Orientation)

(cf. 9240 - Board Development)

BOARD SELF EVALUATION

Legal Reference:

GOVERNMENT CODE

54950-54963 Brown Act; board self-evaluations not covered

Management Resources:

CSBA PUBLICATIONS

Professional Governance Standards

Defining Governance, Issue 3: Governance Practices, Governance Brief, April 2014

WEB SITES

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

CSBA Board Self-Evaluation: <http://bse.csba.org>

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 14, 2020

Agenda Item:

Enrollment Report for Month 8 (3/9/2020 – 4/03/2020)

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 8

3/9/2020 - 4/3/2020

DATE: 4/20/2020

SCHOOL	K	1	2	3	4	5	6	7	8	SDC	HH	EAK	NON ADA	TK	19/20 TOTAL	M8 18/19 TOTAL	VARIANCE
EUCALYPTUS HILLS														106	106	115	-9
LAKESIDE FARMS	104	97	109	86	92	111				33		25	0		657	659	-2
LAKEVIEW	132	105	119	121	120	113									710	704	6
LEMON CREST	74	84	72	84	81	87				24		24	0		530	546	-16
LINDO PARK	72	66	78	65	63	82				37		47	0		510	525	-15
RIVERVIEW			174	157	145	146									622	602	20
WINTER GARDENS	185	166													351	362	-11
LAKESIDE MIDDLE							261	252	256	17					786	818	-32
TIERRA DEL SOL							223	260	228	31					742	759	-17
HOME FLEX	3	0	2	0	3	3	3	4	4						22	0	22
DISTRICT TOTAL	570	518	554	513	504	542	487	516	488	142	0	96	0	106	5,036	5,090	-54

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	5,036	5,031	5,036				
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	12	9	13	15	11	12	10	15	112

RIVER VALELY	GRADE	7	8	9	10	11	12	TOTAL
CHARTER SCHOOL		30	53	62	56	57	51	309

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 14, 2020

Agenda Item:

Quarterly Investment Reports, San Diego County Treasury Investment Pool as of quarter ended on March 31, 2020.

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

Reports for disclosure of district investments pursuant to Government Code Section 53646. Exhibit A reports the quarterly cash balance of all district funds invested in the San Diego County Treasury Investment Pool. Exhibit B demonstrates the County Treasurer Investment Pool would be able to meet the pool's expenditure requirements for the next three months.

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/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 

Exhibit A

District Superintendent and
Governing Board of the
Lakeside Union School District

**Quarterly Report of Chief Financial Officer
Regarding Disclosure of District Investments**

Pursuant to Government Code Section 53646, you are hereby notified that as of the quarter ended March 31, 2020 the funds of the Lakeside Union School District were invested in the San Diego County Investment Pool Balances by fund shown below:

<i>San Diego County Treasury Investment Pool</i>		<i>\$ 23,969,473.73</i>
<i>0100</i>	General Fund	\$ 8,624,972.15
<i>1200</i>	Child Development	\$ 1,213,465.46
<i>1300</i>	Child Nutrition	\$ 140,184.77
<i>1500</i>	Pupil Transportation-Equip.	\$ 2,966.68
<i>1742</i>	Special Reserve Other Than Capital Outlay	\$ 240.28
<i>2000</i>	Special Reserve Post-Employee Benefits	\$ 59,514.33
<i>2139</i>	Building Fund (Bond)	\$ 12,507,710.90
<i>2519</i>	Capital Facilities/Developer Fees	\$ 1,403,479.13
<i>4000</i>	Special Reserves/Capital Projects	\$ 16,940.03

Annualized Interest Rate as of 3/31/20 is 2.13%

All funds received or collected by the Lakeside Union School District are deposited into the County Treasury with the exception of those allowed by Education Code 41002.5 Such exceptions may be deposited in financial institutions whose accounts are federally insured. Examples of such funds for LUSD are ASB funds, cafeteria funds and ESS funds.

I, Erin Garcia, Assistant Superintendent of the Lakeside Union School District, hereby certify that the information contained in this report, including the attachments, is accurate and correct to the best of my knowledge.

Erin Garcia
Assistant Superintendent

Date

PROJECTED LIQUIDITY

County of San Diego Pooled Money Fund

As of March 31, 2020

(\$000)

	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20
Beginning Pool Book Balance	10,276,475	11,326,133	10,343,114	9,710,430	8,700,250	7,978,977
CASH FLOW ITEMS						
INFLOWS:						
Investment Inflows	573,000	1,004,465	1,193,045	1,516,536	930,000	480,000
Projected Credits/Deposits	2,716,704	675,839	1,054,165	1,079,102	902,683	923,550
	3,289,704	1,680,304	2,247,210	2,595,638	1,832,683	1,403,550
Outflows						
Investment Purchases	1,300,000	-	-	-	-	-
Projected Debits	1,667,046	1,658,858	1,686,849	2,089,282	1,623,956	1,121,696
	2,967,046	1,658,858	1,686,849	2,089,282	1,623,956	1,121,696
Net Cash Flows	1,049,658	(983,019)	(632,684)	(1,010,180)	(721,273)	(198,146)
MONTH END POOL BALANCE	11,326,133	10,343,114	9,710,430	8,700,250	7,978,977	7,780,831
PROJECTED MONTH END LIQUIDITY	\$ 700,400	\$ 721,846	\$ 1,282,207	\$ 1,788,563	\$ 1,997,290	\$ 2,279,144

Note: The above is not meant to be a complete Cash Flow Statement. The data represents a subset of the main cash flow items and does not include accrued interest or other adjustment items.

The projected cash flows indicate sufficient liquidity to meet all scheduled expenditures for the next 6 months.

**San Diego County Office of Education
SD County Pool Interest Rate
2019-20 Fiscal Year**

Quarter Ending	Interest Rate	
	Quarterly	Annualized
September 30, 2019	0.5645587%	2.258%
December 31, 2019	0.5295588%	2.118%
March 31, 2020	0.5036647%	2.015%
June 30, 2020	0.0000000%	0.000%
Annualized Rate		2.130%

Quarterly interest factor x4 = annualized interest rate

Add quarterly interest rates divided by 4 = annualized rate for the year

LAKESIDE UNION SCHOOL DISTRICT

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

Agenda Item:

Board Policy and Administrative Regulation 5145.3: Nondiscrimination/Harassment

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

Minor revisions made in policy and regulation to reflect NEW LAW (AB 699) which prohibits discrimination based on immigration status.

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: 

NONDISCRIMINATION/HARASSMENT

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, **extracurricular**, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, **targeted at** ~~of~~ any student **by anyone**, based on the student's actual or perceived race, color, ancestry, **nationality**, national origin, ~~nationality~~, **immigration status**, ~~ethnicity~~, ethnic group identification, **ethnicity**, age, religion, marital ~~or~~ **status**, **pregnancy**, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, ~~or~~ gender expression, **or genetic information** or association with a person or group with one or more of these actual or perceived characteristics.

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.7 – Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

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

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, **and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.** ~~(Education Code 234.1)~~

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, ~~includes~~ **may result from** physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also ~~shall~~ includes the creation of a hostile environment ~~when the~~ **through** prohibited conduct **that** is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who **reports or participates in the reporting of unlawful discrimination**, files or **participates in the filing of a complaint, or investigates or otherwise** participates in the ~~filing or~~ investigation of a complaint or report ~~regarding an incident of~~ **alleging unlawful** discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

NONDISCRIMINATION/HARASSMENT (continued)

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the **district's** educational program. He/she shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1330 - Use of Facilities)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion ~~for~~ **when the** behavior ~~that~~ is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 – Dismissal/Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.2 - Freedom of Speech/Expression)

NONDISCRIMINATION/HARASSMENT (continued)**Record-Keeping**

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

(cf. 3580 – Student Records)

*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

48985 Translation of notices

49020-49023 Athletic programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record

4600-~~4687~~ **4670** Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information

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

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

NONDISCRIMINATION/HARASSMENT (continued)

Legal Reference: (continued)

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

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

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students, Policy Brief, February 2014

Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

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

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

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

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

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January 1999 Fact Sheet, August 2010

WEB SITES

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

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

California Safe Schools Coalition: <http://www.casafeschools.org>

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

First Amendment Center: <http://www.firstamendmentcenter.org>

National School Boards Association: <http://www.nsba.org>

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

NONDISCRIMINATION/HARASSMENT

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with **applicable** state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints ~~regarding~~ **alleging** unlawful discrimination **targeting a student**, including discriminatory harassment, intimidation, or bullying, based on **the student's** actual **or perceived** race, color, ancestry, **nationality**, national origin, ~~nationality~~, ethnicity, ethnic group identification, age, religion, marital or parental status, **pregnancy**, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status; ~~the perception of one or more of such characteristics~~; or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Assistant Superintendent-Executive Director, Pupil Services

~~(title or position)~~

12335 Woodside Avenue, Lakeside, CA 92040

~~(address)~~

(619) 390-260824

~~(telephone number)~~

~~(email)~~

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, employees, volunteers, and the general public and post them on the district's web site and other locations that are easily accessible to students. (Education Code 234.1)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

NONDISCRIMINATION/HARASSMENT (continued)

2. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)
3. Annually notify all students and parents/guardians of the district's nondiscrimination policy, **including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students.** The notice shall inform students and parents/guardians ~~of the possibility that students will participate in a sex-segregated school program or activity together with another student of the opposite biological sex, and that they may inform the compliance officer if they feel such participation would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy. In such a case, request to meet with the compliance officer shall meet with the student and/or parent/guardian who raises the objection to determine how best to accommodate that student or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parent/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private. The notice shall inform students and parents/guardians that the district will not typically notify them of individual instances of transgender students participating in a program or activity.~~

(cf. 5145.6 - Parental Notifications)

4. The Superintendent or designee shall ensure that ~~all~~ students and parents/guardians, including ~~students and parents/guardians~~ **those** with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

5. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing

NONDISCRIMINATION/HARASSMENT (continued)

instruction, guidance, supervision, or other services to them. Such training and information shall include **details of guidelines for the district may use to provide a discrimination-free environment for all district students, including addressing issues related to transgender and gender-nonconforming students.**

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

6. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)
7. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti
2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination and how to respond
3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination
4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community

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

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

NONDISCRIMINATION/HARASSMENT (continued)

5. Taking appropriate disciplinary action against perpetrators and anyone determined to have engaged in wrongdoing, including any student who is found to have made a complaint of discrimination that he/she knew was not true

(cf. 4118 - Suspension/Disciplinary Action)

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

(cf. 5144 - Discipline)

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

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

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

Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When any report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is submitted to or received by the principal or compliance officer, he/she shall inform the student or parent/guardian of the right to file a formal complaint pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Any report of unlawful discrimination involving the principal, compliance officer, or any other person to whom the complaint would ordinarily be reported or filed shall instead be submitted to the Superintendent or designee. Even if the student chooses not to file a formal complaint, the principal or compliance officer shall implement immediate measures necessary to stop the discrimination and to ensure all students have access to the educational program and a safe school environment.

Upon receiving a complaint of discrimination, the compliance officer shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

NONDISCRIMINATION/HARASSMENT (continued)**Transgender and Gender-Nonconforming Students**

Gender identity means a student's gender-related identity, appearance, or behavior, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity or gender expression is different from that traditionally associated with the assigned sex at birth.

Acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, regardless of whether they are sexual in nature, where the act has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited under state and federal law. Examples of types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a transgender student because his/her mannerisms, hairstyle, or style of dress correspond to his/her gender identity, or a non-transgender student because his/her mannerisms, hairstyle, or style of dress do not conform to stereotypes for his/her gender or are perceived as indicative of the other sex
3. Blocking a student's entry to the bathroom that corresponds to his/her gender identity because the student is transgender or gender-nonconforming
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information

NONDISCRIMINATION/HARASSMENT (continued)

6. Use of gender-specific slurs
7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. **Right to privacy:** A student's transgender or gender-nonconforming status is his/her private information and the district will only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In the latter instance, the district shall limit disclosure to individuals reasonably believed to be able to protect the student's well-being. Any district employee to whom a student discloses his/her transgender or gender-nonconforming status shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this procedure, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the ~~physical, emotional, and other significant risks to the student~~ **student's need for support**, the compliance officer may ~~consider discussing~~ **discuss** with the student any need to disclose the student's transgender or gender-nonconformity status **or gender identity or gender expression** to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

NONDISCRIMINATION/HARASSMENT (continued)*(cf. 1340 - Access to District Records)**(cf. 3580 - District Records)*

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion **of his/her gender identity and begin to treat the student consistent with his/her gender identity** unless district personnel present a credible **and supportable** basis for believing that the student's assertion is for an improper purpose. ~~In such a case, the compliance officer shall document the improper purpose and, within seven school days of receiving notification of the student's assertion, shall provide a written response to the student and, if appropriate, to his/her parents/guardians.~~

3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify ~~potential issues, including transition-related issues, and to develop strategies for addressing them~~ **ensuring that the student's access to education programs and activities is maintained.** The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the ~~student's~~ **arrangements for the student** are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** ~~The district may~~ **When the district** maintains sex-segregated facilities, such as restrooms and locker rooms, and sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, ~~A students shall be entitled~~ **permitted** to access facilities and participate in programs and activities consistent with ~~his/her~~ **their** gender identity. ~~If available and requested by any student, regardless of the underlying reason,~~ **To address any student's privacy concerns in using sex-segregated facilities,** the district shall offer **available** options ~~to address privacy concerns in sex-segregated facilities,~~ such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by

NONDISCRIMINATION/HARASSMENT (continued)

a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents. **Such preferred name may be added to the student's record and official documents as permitted by law.**

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.
7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

LAKE SIDE UNION SCHOOL DISTRICT

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

Agenda Item:

Board Policy & Exhibit 5145.6: Parental Notifications

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

First Reading: Exhibit reflects **NEW LAWS** requiring parental notice of the rights of pregnant and parenting students (**AB 2289**), mental health services available in the school and community (**AB 2022**), risks and effects of lead exposure when child enrolls in a licensed child care center or preschool (**AB 2370**), and specified educational rights of migrant students and newly arrived immigrant students in grades 11-12 (**AB 2121**). Exhibit also deletes two items related to Open Enrollment Act transfers since schools are not currently being identified as low achieving under this program. Section V updated to add legal cite pursuant to **NEW LAW (AB 1808)** which requires classroom notice on Williams UCP to include health and safety issues in license-exempt California State Preschool Programs.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

PARENTAL NOTIFICATIONS

The Governing Board ~~recognizes that notifications are essential to~~ **desires to promote** effective communication between the school and the home **and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians.** The Superintendent or designee shall send ~~students and parents/guardians and students~~ all notifications required by law, ~~including notifications about their legal rights,~~ and any other notifications he/she believes will promote parental understanding and involvement.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 6020 - Parent Involvement)

~~The Superintendent or designee~~ **Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980** shall ~~ensure that notifications which must be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians include a request that the parent/guardian sign the notice and return it to the school.~~ (Education Code 48981, 48982)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless his/her parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent ~~Notifications to parents/guardians of any such student shall, in addition to being written both~~ in English, **be written and in the family's primary language, and may be responded to either in English or the primary language** ~~when so required by law.~~

Whenever an employee learns that a student's parent/guardian is ~~for any reason~~ unable to understand the district's printed notifications **for any reason, he/she shall inform** the principal or designee, **who** shall work with the parent/guardian to establish other appropriate means of communication.

PARENTAL NOTIFICATIONS (continued)

(cf. 6174—Education for English Language Learners)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

221.5 Prohibited sex discrimination

231.5 Sexual harassment policy

234.7 Student protections relating to immigration and citizenship status

262.3 Appeals; information re: availability of civil remedies

310 Structured English Immersion Program

313 Reclassification of English learners, parental consultation

313.2 Long-term English learner, notification

440 English language proficiency assessment; instruction in English language development

8483 Before/after school program; enrollment priorities

17288 Pupils: school buildings

17611.5-17612 Notification of pesticide use

~~17612 Notification of pesticide use~~

32255-32255.6 Right to refuse harmful or destructive use of animals

32390 Fingerprint program; contracts; funding; consent of parent/guardian

33479.3 The Eric Paredes Sudden Cardiac Arrest Prevention Act

35160.5 Extracurricular and cocurricular activities

35178.4 Notice of accreditation status

35182.5 Advertising in the classroom

PARENTAL NOTIFICATIONS (continued)*Legal Reference Continued:*

- 35183 School dress codes; uniforms
- 35186 Complaints concerning deficiencies in instructional materials and facilities
- 35256 School accountability report card
- 35258 School accountability report card**
- 35291 Rules
- 37616 Consultation
- 39831.5 School bus rider rules and information
- 44050 Employee codes of conduct, employee interactions with students**
- 44808.5 Permission to leave school grounds
- 46010.1 Notice re: excuse to obtain confidential medical services
- 46014 Regulations regarding absences for religious purposes
- 46600-46611 Interdistrict attendance agreements especially:
- ~~46601 Failure to approve interdistrict attendance~~
- 48000 Minimum age of admission
- 48070.5 Promotion or retention of students
- 48204 Residency requirements**
- 48205 Absence for personal reasons
- 48206.3 Pupils with temporary disabilities; individual instruction; definitions
- ~~48207-48208 Pupils~~ **Students** with temporary disabilities in hospitals ~~outside of school district~~
- ~~48208 Students with temporary disabilities in qualifying hospitals~~
- 48213 Prior notice of exclusion from attendance**
- 48216 Immunization
- 48260.5 Notice ~~to parent~~ regarding truancy
- 48263 Referral to SARB or probation department
- 48301 Interdistrict transfers**
- 48350-48361 Open Enrollment Act**
- 48354 Option to transfer from school identified under Open Enrollment Act**
- 48357 Status of application for transfer from school identified under Open Enrollment Act**
- 48412 Certificate of proficiency**
- 48432.3 Voluntary enrollment in continuation education**
- 48432.5 Involuntary transfers of ~~pupils~~ students
- 48850-48859**
- 48904 Liability of parent/guardian for willful pupil misconduct
- 48904.3 Withholding grades, diplomas, or transcripts
- 48906 Notification of release of pupil to peace officer
- 48911 Notification in case of suspension
- 48912 Closed sessions; consideration of suspension
- 48915.1 Expelled individuals: enrollment in another district
- 48916 Readmission procedures
- 48918 Rules governing expulsion procedures
- 48980 Required notification at beginning of term
- 48980.3 Notification of pesticide use
- 48981 Time and means of notification
- EDUCATION CODE (continued)**
- 48982 Signature; return to school; effect of signature
- 48983 Contents of notice
- 48984 Activities prohibited unless notice given
- 48985 Notices to parents in language other than English
- 48987 Child abuse information
- 49063 Notification of parents of their rights

PARENTAL NOTIFICATIONS (continued)*Legal Reference Continued:*

- 49067 Regulations regarding pupil's achievement
- 49068 Transfer of permanent enrollment and scholarship record
- 49069 Absolute right to access
- 49070 Challenging content of records
- 49073 Release of directory information
- 49076 Access to student records
- 49077 Access to information concerning a student in compliance with court order
- 49091.14 Prospectus
- 49302 Parental consent
- 49332 Notifications of retention of object by school personnel; release
- 49403 Cooperation in control of communicable disease and immunization
- 49423 Administration of prescribed medication for pupil
- 49451 Physical examinations: parent's refusal to consent
- 49452.5 Screening for scoliosis
- 49452.7 Information on type 2 diabetes
- 49456 Report to parent
- 49472 Medical and hospital services for pupils
- 49480 Continuing medication regimen for nonepisodic conditions
- 49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970
- 51229 Course of study for grades 7-12
- 51513 Personal beliefs
- 51938 Right of parent/guardian notice HIV/AIDS and sexual health instruction
- 52164.1 Census-taking methods; determination of primary language; assessment of language skills
- 52164.3 Notice of reassessment of language skills
- 52173 Consultation with parents or guardians; notice to parents or guardians; withdrawal of pupil
- 52244 Advanced Placement Program
- 54444.2 Migrant education programs; parent involvement
- 56301 Child-find system; policies re: written notification rights
- 56321 Special education: proposed assessment plan
- 56321.5-56321.6 Notice of parent rights pertaining to special education
- 56329 Written notice of right to findings; independent assessment
- 56341 Individualized education program team
- 56341.1 Development of individualized education program; right to audio record meeting
- 56341.5 Individualized education program team meetings
- 56343.5 IEP meetings
- 56346 Parental notice and consent to special education program
- 58501 Alternative schools: notice required prior to establishment
- 60641 Standardized Testing and Reporting Program
- 60850 High School Exit Examination
- 66204 Certification of high school courses as meeting university admission criteria
- HEALTH AND SAFETY CODE
- 1596.857 Right to enter child care facility
- 120365 Immunizations
- 120370 Immunizations
- 120375 Immunizations
- 120440 Sharing immunization information
- 124085 Certificate of receipt; health screening and evaluation services; waiver by parent/guardian
- 124100 School districts and private schools; information to parents
- PENAL CODE
- 627.5 Hearing request following denial or revocation of registration

PARENTAL NOTIFICATIONS (continued)

Legal Reference Continued:

WELFARE AND INSTITUTIONS CODE

18976.5 Parental notice; right of refusal to participate

CODE OF REGULATIONS, TITLE 5

863 Standardized Testing and Reporting Program

3052 Behavioral intervention

3831 General standards (Gifted and Talented Program)

4622 Notice requirements and recipients

4631 Responsibilities of the local agency

11303 Reclassification of English language learners

11309 Parental exception waivers

11523 Notice of proficiency examinations

18066 Policies and procedures absences for child care

UNITED STATES CODE, TITLE 20

1232g Family Educational and Privacy Rights Act

1415 Procedural safeguards

1681-1688 Title IX, discrimination based on sex or blindness

6311 State plans

6312 Local education agency plans

6316 Academic assessment and local education agency school improvement

6318 Parental involvement

7908 Armed forces recruiter access to students

UNITED STATES CODE, TITLE 42

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

CODE OF FEDERAL REGULATIONS, TITLE 34

99.7 Student records, annual notification

99.34 Student records, disclosure to other educational agencies

104.36 Procedural safeguards

106.9 Dissemination of policy, nondiscrimination on basis of sex

300.345 Parent participation

300.502 Independent educational evaluation

300.503 Prior written notice

300.505 Parental consent

300.507 Parent notice due process hearing

300.523 Manifestation determination review

CODE OF FEDERAL REGULATIONS, TITLE 40

763.84 Asbestos inspections, response actions and post-response actions

763.93 Asbestos management plans

Policy
adopted: September 17, 2012
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

PARENTAL NOTIFICATIONS

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation	Subject
I. Annually			
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
Beginning of each school year	Education Code 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
Annually By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students
Beginning of each school year	Education Code 46010.1	BP 5113	Absence for confidential medical services
Beginning of each school year	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917	AR 5145.7	Sexual harassment policy as related to students
Beginning of each school year	Education Code 48980, 32255, 32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	AR BP 5111.1; AR 5116.1; AR 5117	All statutory attendance options, available local attendance options, options for Meeting residency form for changing attendance, appeals process
Beginning of each school year, if Board has adopted resolution allowing allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation	Subject
I. Annually (Continued)			
Beginning of each school year	Education Code 48980, 48205	AR 5113; AR 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Ed Code 48205
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	Consent to School immunization program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies, and identity of coordinator
Beginning of each school year	Education Code 49063	AR 5125, AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year, and at least one more time during school year using specified methods	Education Code 49428	None	How to access mental health services at school and/or in community
Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for Free and reduced-price meals

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation	Subject
I. Annually (Continued)			
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures
Annually Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Annually Beginning of each school year	Health & Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 4622-852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6314 6312 ; 34 CFR 200.61	AR 4112.24 BP 4112.2 ; AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year, if district schools have been identified for program improvement or corrective action	20 USC 6316	AR 0520.2	Availability of supplemental educational services; identity of providers; description of services; qualifications; effectiveness of providers
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Annually Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments

II. At Specific Times During the Student's Academic Career			
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	AR 6164.2	Course selection and career counseling
Upon a student's enrollment	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
When child first enrolls in a public school, if the school offers a finger-printing program	32390, 48980	AR 5142.1	Finger-printing program
Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
When students entering grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
Beginning of each school year for students in grades 7-12	Education Code 51938, 48980	AR 6142.1	Explanation of sex and HIV/AIDS instruction; Sexual health and HIV prevention education; right to view A/V materials, who's teaching, whether taught by district staff or outside consultants, request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, 20 days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
When child is enrolled or reenrolled in a licensed child care center or preschool	Health and Safety Code 1596.7996	AR 5148	Information on risks and effects of lead exposure, blood lead testing
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation	Subject
III. When Special Circumstances Occur			
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records, affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When student has been placed in structured English immersion program	Education Code 310-311, 5 CCR 11309	AR 6174	Placement of child Student's placement in program, and opportunity to apply for parental exception waiver, other rights of student relative to such placements
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title I or Title III funds for English learner programs , not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2, 440; 20 USC 7012	AR 6174	Student's identification for program for English learners; any failure of district to meet annual measurable achievement objectives Reason for classification, level of identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/ after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation	Subject
III. When Special Circumstances Occur (Continued)			
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing a schoolwide uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniforms
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Two weeks Need to submit evidence of immunization or exemption within 10 school days ; referral to medical care
When a student is classified a truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When a school is identified on the state's Open Enrollment List	Education Code 48354; 5 CCR 4702	AR 5118	Student's option to transfer to another school
Within 60 days of receiving application for	Education Code 48357; 5 CCR 4702	AR 5118	Whether student's transfer application is

transfer out of open enrollment school			accepted or rejected; reasons for rejection
When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation	Subject
III. When Special Circumstances Occur (Continued)			
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to require request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	BP 5144.1 ; AR 5144.14	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation	Subject
III. When Special Circumstances Occur (Continued)			
When expulsion occurs	Education Code 48916	AR 5144.1	Description of a Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days scheduled after beginning of the school year
When parents request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content
When parent/ guardian's challenge of student record is denied and parent/ guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records.
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for

			presenting evidence at a truancy petition
When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation	Subject
III. When Special Circumstances Occur (Continued)			
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test
Within 10 days of negative balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to apply for free or reduced-price meals
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
Before any test questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least Within 14 days of before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV/AIDS prevention or sexual health education by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
Upon assessment and reassessment of English proficiency and enrollment in program of education or English language learners	52164.1, 52164.3, 52173; 5 CCR 11303	AR 6174	Assessment results; program of education for English language learners
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care	Health and Safety Code 1596.857	AR 5148	Parent/ guardian right to enter facility

and development program			
When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation	Subject
III. When Special Circumstances Occur			
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave school premise	Penal Code 627.5	AR 3515.2	Notice of hearing
Prior to student participation in gifted and talented program	5 CCR 3831	AR 6172	Gifted and talented student program
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When providing written decision in response to a complaint re: discrimination, special education, or noncompliance with law regulating educational programs	5 CCR 4631	AR 1312.3	Appeal rights and procedures
Within 30 calendar days of receipt of CELDT results	5 CCR 11511.5	AR 6174	CELDT test results
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: excused and unexcused absences

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who is does not "highly qualified" meet state certification requirements for the grade level/subject taught	20 USC 63142	AR 4112.24	Timely notice to parent/ guardian of child's assignment
When school identified for program improvement or corrective action, within 30 days of failure to make annual yearly progress	20 USC 6312	AR 0520.2	Notice of failure to parents of English language learners
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program
When school identified for program improvement or corrective action	20 USC 6316	AR 0520.2; AR 5116.1	Explanation of identification, reasons, how problem will be addressed, how parents can become involved, transfer option, availability of supplemental services

When district identified for program improvement	20 USC 6316	AR 0520.3	Explanation status; reasons for identification; how parents can participate in upgrading district
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 246.6a	AR 3553	Notice of need to submit verification information; any subsequent change in benefits; right to appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities nondiscrimination policy, complaint procedures
IV. Special Education Notices			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502; 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice; procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/ guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who is will attend and , participation of others with special knowledge, transition statements if appropriate
When parent orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
For student receiving exit exam waiver, prior to receipt of diploma	60852.4	AR 6162.52	Right to FAPE
When student is selected to be assessed with the California Modified Assessment	5-CCR 850	AR 6162.51	Notice that the student's achievement will be measured based on

			modified achievement standard
When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation	Subject
II. IV. Special Education Notices (Continued)			
Before functional behavioral assessment begins	5-CCR-3052	AR-6159.4	Notification and consent
Before modification of behavioral intervention plan	5-CCR-3052	AR-6159.4	Need for modification, right to question modification
Within one school day of emergency intervention or serious property damage	5-CCR-3052 Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159; AR 6159.1	Prior written notice
Initial referral for evaluation	20 USC 1415(d); 34 CFR 300.503	AR-6159.1	Prior written notice and procedural — safeguards notice
Registration Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary action measures are taken for dangerous behavior or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Suspension or change of placement for more than 10 days	20 USC 1415(k); 34 CFR 300.530	AR-5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Child's Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, Procedural safeguards district responsibilities
V. Classroom Notices			
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaints rights re: sufficiency of instructional materials, teacher vacancy and misassignment, maintenance of facilities, and, for classrooms with

			grades 10-12, right of students who did not pass exit exam to receive intensive instruction after grade 12 subject to Williams uniform complaint procedures
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Exhibit
version:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California