

LAKESIDE UNION SCHOOL DISTRICT

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

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

May 6, 2021
Open Session: 3:30 p.m.
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.

NOTICE OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES

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

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

Members of the public may attend the Special 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. To accommodate the amount of participation, this meeting will be held entirely on Zoom. Members of the public who wish to participate in this information gathering session are encouraged to fill out the 1 hour in advance of the meeting.

Agenda and Notes

A. CALL TO ORDER AND ROLL CALL

B. SCHOOL BOARD LISTENING SESSION - OPPORTUNITY FOR STAFF TO ADDRESS THE BOARD REGARDING THE EMPLOYMENT OF A NEW SUPERINTENDENT - (GOVERNMENT CODE SECTION 54954.3).

Opportunity for Staff to address the Board regarding the Superintendent search. In the interest of time and order, presentations from the public are limited to two (2) minutes per person. If you wish to speak under Public Comment, follow the directions for speaking to agenda items as listed above 1 hour prior to the start of the meeting. [Speaker Form](#)

C. 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 on the agenda. In the interest of time and order, presentations from the public are limited to four (4) minutes per person and the total time for public input on each item shall be 20 minutes. When necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public input, and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint. If you wish to speak under Public Comment or Public Hearings, please follow the directions for speaking to agenda items [here](#) or email lderosier@lsusd.net one hour before the start of the meeting.

D. ITEM OF BUSINESS

Approval is requested of an Independent Consultant Service Agreement between the Lakeside Union School District and Cindy Frazee.

E. CLOSED SESSION

The Governing Board will meet in closed session to discuss Employment of New Superintendent pursuant to Government Code §54957.

F. SCHOOL BOARD LISTENING SESSION - OPPORTUNITY FOR PARENTS/COMMUNITY TO ADDRESS THE BOARD REGARDING THE EMPLOYMENT OF A NEW SUPERINTENDENT - (GOVERNMENT CODE SECTION 54954.3).

Opportunity for Parents/Community Members to address the Board regarding the Superintendent search. In the interest of time and order, presentations from the public are limited to two (2) minutes per person. If you wish to speak under Public Comment, follow the directions for speaking to agenda items as listed above 1 hour prior to the start of the meeting. [Speaker Form](#)

G. ADJOURNMENT

Respectfully Submitted,

Andrew S. Johnsen, Ed.D.
Superintendent

**Independent Consultant Service Agreement Between
Lakeside Union School District and Cindy Frazee**

This Agreement for superintendent search consultant services (hereafter, "Agreement") is entered into by and between the Governing Board of the Lakeside Union School District, (hereafter, the "District") and Cindy Frazee (hereafter, "Consultant").

WHEREAS, the District has a need and desires to obtain special services, pursuant to Government Code section 53060, and other applicable laws, and

WHEREAS, Consultant is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW THEREFORE, the Parties agree as follows:

1. Services to be Provided by Consultant:

Consultant shall provide and/or comply with the following services:

- a) Assistance in the solicitation of public, parent and staff input regarding the criteria for a new superintendent, meetings with these groups, and a survey regarding topics in the District.
- b) Assistance in the advertisement of the vacancy and recruitment of qualified applicants.
- c) Assistance in the review of all applications and the determination of a list of finalists.
- d) Assistance in reference and background searches/reviews in compliance with the law.
- e) Assistance in the interview of finalists and the selection of a final candidate.
- f) Other services related to the District's search for a new superintendent, as deemed appropriate by the District's Governing Board.

2. Term of Agreement:

The term of this Agreement is from May 6, 2021 through July 15, 2021, or such earlier date as Consultant has performed all of the services called for under this Agreement.

3. Compensation:

In exchange for Consultant providing the services required under this Agreement the District shall pay Consultant a one-time fee of \$10,000. The District agrees to pay Consultant an all-inclusive fee payable upon receipt of an invoice at the conclusion of the

search. Upon presentation of an invoice to the District for services rendered, Consultant shall be paid within 30 days.

4. Termination of Agreement:

The District may terminate this Agreement and will be relieved of all obligations under this Agreement should Consultant fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, Consultant shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as exclusively determined by the District, and Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

5. Status of Consultant:

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

6. Indemnification

To the fullest extent permitted by California law, Consultant shall indemnify, defend, and hold harmless the District from any and all claim(s) or damage(s) arising out of his performance of this Agreement. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the District. In the event Consultant seeks to settle a claim with a third party on the District's behalf, Consultant must obtain the District's consent to the terms and conditions of any settlement agreement.

7. Attorneys' Fees:

If suit is brought by either party to this Agreement to enforce any of its terms and the District prevails in such suit, Consultant shall pay all litigation expenses incurred by District, including attorneys' fees, costs, expert witness fees, and investigation expenses.

8. Venue and Jurisdiction

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

9. Compliance with Law:

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

10. Assignment:

No portion of this Agreement or any of the work to be performed hereunder may be assigned by Consultant without express written consent of District, and without such consent all services hereunder are to be performed solely by Consultant, its officers, agents and employees.

11. Alterations or Variance:

No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the Parties hereto.

12. Confidentiality and Disclosure of Information:

Consultant agrees that she shall not disclose any of the information she learns or prepares during the course of this Agreement unless specifically authorized to do so by the District's Governing Board. Consultant understands that the subject matter of this Agreement concerns personal and confidential information and agrees that he will take all steps necessary to protect such information from disclosure and will not disclose any confidential information unless specifically authorized to do so by the District's Governing Board.

13. Governing Board Action and Execution of Counterparts.

For this Agreement to become effective, the Governing Board of the District must take action to approve it in an open meeting of the Governing Board.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written below.

FOR THE DISTRICT:

_____ Signature

_____ Date

Holly Ferrante
Board President
Lakeside Union School District

FOR CONSULTANT:

Cindy Frazee _____ Signature

5/11/2021 _____ Date

Cindy Frazee
Consultant

Approved by the Governing Board of the District on _____