

LAKE SIDE UNION SCHOOL DISTRICT

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

Audience:

Meeting ID: 947 9256 2765

Dial In: 1 (669) 900-6833

Meeting Password: 947175

October 14, 2021

Closed Session: 5:00 p.m.

Open Session: 6:00 p.m.

AMENDED 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).

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 who wish to participate in public comment are encouraged to fill out a form using the **Public Comment Form** or by filling out a Request to Speak form located at the district office. Public comment can be made in person or through Zoom.

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**

During this time, citizens are invited to address the Board of Education regarding items on or off the agenda. A public comment form (link above) or a request-to-speak cards must be submitted before the start of the meeting. The Board may not take action on any item presented. The Board has policy limiting any individual speaker to four minutes or 20 minutes, for multiple speakers, on one subject.

C. CLOSED SESSION

1. Conference with Labor Negotiator, César Morales, regarding the California School Employees Association and its Chapter 240, pursuant to Government Code §54957.6; and
2. Conference with Labor Negotiator, César Morales, regarding the Lakeside Teachers Association, pursuant to Government Code §54957.6; and
3. Public Employee Discipline/Dismissal/Release pursuant to Government Code §54957; and
4. Public Employee Appointment, Assistant Superintendent of Business Services, pursuant to Government Code §54957.

D. OPENING PROCEDURES – 6:00PM

1. Reconvene and Welcome Visitors
2. Closed Session Report
3. The Pledge of Allegiance will be led by students from Lakeview Elementary. Following the pledge, Principal Staci Arnold will present highlights from the school.

E. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

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.

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

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

G. PRESENTATIONS

1. Amber Fritch and Ashley Cascio of Climatec will share information about the LUSD Energy Infrastructure Modernization Program. The focus of the program is to modernize aging infrastructure in the areas of HVAC, lighting, roofing, and other electrical infrastructure to create energy efficiency in facilities. The program also includes solar shade and parking structures.
2. **Dr. Kim Reed** will present information on the ESSER III Plan. ESSER funds are to help safely reopen and sustain the safe operation of schools and address the impact of the coronavirus pandemic on the students. LEA must reserve at least 20 percent of funds to address learning loss through the implementation of evidence-based interventions and ensure that those interventions respond to students' social, emotional, and academic needs and address the disproportionate impact of COVID-19 on underrepresented student subgroups. Remaining LEA funds may be used for a wide range of activities to address needs arising from the coronavirus pandemic, specifically, ARP ESSER funds may be used to develop strategies and implement public health protocols.
3. **Approval** is requested of the Lakeside Union School District plan to use ESSER III funds in accordance with the specific requirements.
4. **Beverly Jimenez**, Coordinator of Educational Services, will present the Local Control and Accountability Plan Local Indicators.
5. **César Morales** will introduce new classified employees.
6. **Dr. Natalie Winspear** will present current COVID information.
7. Director **Todd Owens** to present an annual Maintenance, Operations, Transportation and Facilities update.

H. PUBLIC HEARINGS/ACTION ITEMS

1. **PUBLIC HEARING:** At 6:30 p.m., the Governing Board will conduct a public hearing to receive input from the public regarding the availability of textbooks and/or instructional materials for fiscal year 2021-2022.
2. **Adoption** is requested of Resolution No. 2022-03, determining that every pupil has sufficient textbooks or instructional materials in each of the following subjects that are consistent with the content and cycles of the curriculum, framework adopted by the State Board of Education: Mathematics; Science; History-Social Science; and Reading/Language Arts.
3. **PUBLIC HEARING:** The Governing Board will conduct a public hearing to receive input from the public regarding the Collective Bargaining Agreement and Side Letter of Agreement with the California School Employees Association and its Chapter 240 for changes in the position of Bus Driver/Trainer/Dispatcher.

H. PUBLIC HEARINGS/ACTION ITEMS (CONTINUED)

4. **Approval** is requested of a Side Letter of Agreement with the California School Employees Association and its Chapter 240 for changes in the position of Bus Driver/Trainer/Dispatcher.
5. **PUBLIC HEARING:** The Governing Board will conduct a public hearing to receive input from the public regarding the Impacts & Effects of the COVID-19 Public Health Emergency with the Lakeside Teachers Association.
6. **Approval** is requested of a Side Letter of Agreement regarding the Impacts & Effects of the COVID-19 Public Health Emergency with the Lakeside Teachers Association.

I. ACTION ITEMS

1. **Approval** is requested of an Employment Agreement for Assistant Superintendent with Lisa Davis. The term of the contract is from October 18, 2021 through June 30, 2024.
2. Parents have again requested that an action to allocate COVID relief funds to purchase air purifiers be placed on the Board agenda. Pursuant to Education Code §35145.5 and Board Bylaw No. 9322, subject to approval by the Superintendent and Board President, any member of the community may place matters directly related to business of the District on the agenda of open Board meetings.

J. ITEMS OF BUSINESS

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

SUPERINTENDENT

- 2.1 **Adoption** is requested of the minutes of the regular board meeting of September 9, 2021; and the special board meeting of September 29, 2021.
- 2.2 **Adoption** is requested of Resolution No. 2022-04, declaring the week of October 25-29, 2021 as Red Ribbon Week in the Lakeside Union School District. The District encourages the community to participate in drug prevention education activities, making a visible statement that we are firmly committed to a drug free, tobacco and alcohol abuse free community.
- 2.3 **Adoption** is requested of Resolution No. 2022-05, authorizing virtual meetings of the Board of Trustees pursuant to AB 361 (Government Code §54953),
- 2.4 **Adoption** is requested of Resolution No. 2022-06, designating César Morales as the Chief Negotiator for negotiations with the California School Employees Association and its Chapter 240.
- 2.5 **Adoption** is requested of Resolution No. 2022-07, designating César Morales as the Chief Negotiator for negotiations with the Lakeside Teachers Association.

J. HUMAN RESOURCES

- 3.1 **Approval/ratification** is requested of Personnel Assignment Order No. 2022-05.
- 3.2 **Approval** is requested of a job description for Bus Driver/Trainer/Dispatcher, Range 29.
- 3.3 **Approval** is requested of a Short-Term Employment Agreement with Samantha Orahoad to serve as the Interim Director of Finance from September 20 through October 31, 2021.
- 3.4 **Approval** is requested of a Short-Term Employment Agreement with Shannon Johnston to serve as the Assistant Superintendent of Business from September 20 through October 31, 2021.

BUSINESS SERVICES

- 4.1 **Approval** is requested of the following monthly business reports: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures.
- 4.2 **Approval** is requested of a revised salary schedule for substitute teachers effective November 1, 2021 through June 30, 2022.
- 4.3 **Approval/Ratification** is requested of the following annual contracts for the 2021-22 school year: A) Deborah A. Comiskey (LF Garden Grant); B) Currier & Hudson (Superintendent); C) Assess-APE, LLC (Special Ed); D) California School Inspections, LLC (BO); E) Roger Totah, Sierra Springs (LF); F) Marjorie Block (Special Ed); G) Sharp Rees-Stealy Medical Group (Special Ed); H) San Diego Brain Works (Special Ed); I) Thais St. Martin (Special Ed); J) Rancho Coastal Speech Therapy (Special Ed); K) Infinite Campus (Ed Services); L) San Diego County Superintendent of Schools (RV, ELA/ELD Training); and M) HopSkipDrive, Inc. (Special Ed).
- 4.4 **Approval** is requested of the following donations to the District: A) \$1,000 from an anonymous donor to four (4) Lakeside Farms teachers; B) school supplies and gift baskets from the Woman's Club of Lakeside to Lindo Park students; C) an electronic marquee and a book vending machine from the Riverview PTSA to Riverview; D) Kleenex and backpacks from Luis and Melanie Arce to the students of Lindo Park; E) \$830 in online donations from various donors to the LMS art program; and F) \$1,185 in online donations from various donors to the LMS Agriculture program.

EDUCATIONAL SERVICES

- 5.1 **Approval** is requested of the following Interdistrict Transfer Attendance Agreements valid for five (5) years: A) Del Mar Union; B) Mt. Empire Unified; C) Poway Unified; D) Ramona Unified; E) San Dieguito Union High; F) San Marcos Unified; G) Spencer Valley; H) Vista Unified; and a one-year agreement with Chula Vista Elementary.

PUPIL SERVICES

- 6.1 **Approval** is requested of a Memorandum of Understanding with WestEd for the administration of the California Healthy Kids Survey (CHKS) at a cost not to exceed \$5,000.
- 6.2 **Approval** is requested of a Compromise and Release Agreement with an LUSD family via resolution with the student and district attorneys (IEE, \$2,980-\$3,710; and attorney fees, \$2,000) for a total cost of \$4,980-\$5,710.

J. PUPIL SERVICES (CONTINUED)

- 6.3 **Approval** is requested of a Settlement Agreement and General Release via mediation with the student and district attorneys at a total cost of \$41,380 (compensatory education, \$24,500; psychoeducational IEE, \$3,710; speech and language IEE, \$2,250; fine motor IEE, \$1,920; and attorney fees, \$9,000).

BOND

- 7.1 **Ratification** is requested of a contract with Ninyo & Moore for Geotechnical, Material Testing and Special Inspection services in support of the bond modernization and new construction program at a cost not to exceed \$350,000.
- 7.2 **Ratification** is requested of a contract with Blue Coast Consulting for Inspector of Record (IOR) services in support of the modernization of the multi-purpose building and new construction of the new gymnasium building at Tierra del Sol Middle School projects at a cost not to exceed \$100,000.
- 7.3 **Ratification** is requested of Change Orders #11, #12, #13, #14 and #19 with SWCS, Inc. on the Tierra del Sol Middle School multi-purpose/kitchen/classroom modernization project at a total cost of \$31,232.60.
- 7.4 **Approval** is requested of Deductive Change Order #2 with ACE Electric for a number of items that are deemed unnecessary, performed by others, or a reduction in scope at a refund of (\$18,840.78), reducing the contract amount to \$159,857.22.
- 7.5 **Approval** is requested of Change Orders #1 and #2 with ESR. Change Order #1 is covered under the allowance and #2 is for a number of items that are deemed unnecessary, performed by others, or a reduction in scope in the contract. The savings is (\$278,287), reducing the contract amount to \$2,413,689.

BOARD POLICIES, REGULATIONS, EXHIBITS & BYLAWS

- 8.1 **Adoption** is requested of Board Policy 6170.1: Transitional Kindergarten.
- 8.2 **Adoption** is requested of Board Policy and Administrative Regulation 7211: Developer Fees.
- 8.3 **Adoption** is requested of Board Bylaw 9320: Meetings and Notices.
- 8.4 **Deletion** is requested of the following policies per the California School Boards Association: A) BP/AR 0420.1, School-Based Program Coordination; B) BP/AR 0520.3, Title I Program Improvement Districts; C) BP 1020, Youth Services; D) BP 3111, Deferred Maintenance Funds; E) BP 3517, Facilities Inspection; F) AR 3541.2, Transportation for Students with Disabilities; G) BP/AR/E 4112.24, Teacher Qualifications Under the No Child Left Behind Act; H) BP/AR 4112.61, Employment References; I) AR/E 4112.62, Maintenance of Criminal Offender Records; J) AR 4117.6, Decision Not to Rehire; K) AR 4117.4, Dismissal; L) BP 4131.1, Beginning Teacher Support/Induction; M) BP 4139, Peer Assistance and Review; N) BP 4315.1, Staff Evaluating Teachers; O) AR 5111.12, Residency Based on Parent/Guardian Employment; P) BP 5149, At-Risk Students; Q) BP 6161, Equipment, Books and Materials; and R) BP 6161.3, Toxic Art Supplies.

K. DISCUSSION

1. **First Reading** is requested of Board Policy, Administrative Regulation and Exhibit 1313: Civility Policy.
2. **First Reading** is requested of Board Policy and Administrative Regulation 5141.52: Suicide Prevention.
3. **First Reading** is requested of Board Policy and Administrative Regulation 5145.3: Nondiscrimination/Harassment.
4. **First Reading** is requested of Board Policy 5145.9: Hate-Motivated Behavior.
5. **First Reading** is requested of Board Bylaw 9322: Agenda Meeting Materials.

L. INFORMATIONAL ITEM

Enrollment Report for Month 1, ending September 17, 2021.

M. REPORTS TO THE BOARD

1. Union Representatives:
 - A. **Kerry Strong**, will present comments as the Lakeside Teachers Association President.
 - B. **David Myers**, will present comments as the California School Employees Association President.
2. District Superintendents
 - A. **Shannon Johnston** will present business and operations updates.
 - B. **Dr. Kim Reed** will present educational services updates.
 - C. **Dr. Rhonda Taylor** will present closing comments.

N. ADJOURNMENT

Respectfully Submitted,

Rhonda L. Taylor, Ed.D.
Superintendent

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/21

Agenda Item:

ESSER III

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

ESSER funds are to help safely reopen and sustain the safe operation of schools and address the impact of the coronavirus pandemic on the students. LEA must reserve at least 20 percent of funds to address learning loss through the implementation of evidence-based interventions and ensure that those interventions respond to students' social, emotional, and academic needs and address the disproportionate impact of COVID-19 on underrepresented student subgroups. Remaining LEA funds may be used for a wide range of activities to address needs arising from the coronavirus pandemic, specifically, ARP ESSER funds may be used to develop strategies and implement public health protocols. Board approval is requested of the LUSD plan to use these funds in accordance with the requirements ESSER III.

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 checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |

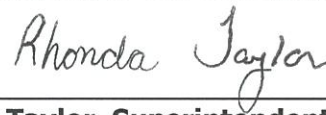
Originating Department/School: Ed Services

Submitted/Recommended By:



Dr. Kim Reed, Assistant Superintendent

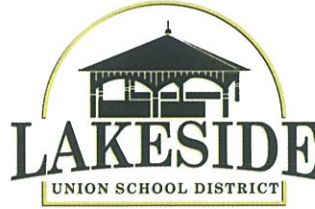
Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Administration:

RHONDA L. TAYLOR, Ed.D.
Superintendent
KIM REED, Ed.D.
Assistant Superintendent
VACANT
Assistant Superintendent



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA
DON WHISMAN

NOTICE OF PUBLIC HEARING

At 6:30 p.m. at the regular meeting of October 14, 2021, the Board of Trustees will conduct a public hearing to receive input regarding the availability of textbooks and/or instructional materials for fiscal year 2021-2022.

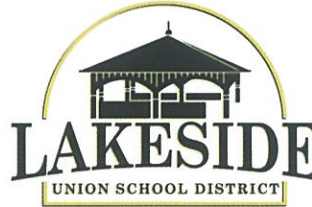
The public hearing will be on October 14, 2021 in the District Administrative Center of the Lakeside Union School, 12335 Woodside Avenue, Lakeside, California.

September 30, 2021

Rhonda L. Taylor, Ed.D.
Secretary to the Board

Administration:

RHONDA L. TAYLOR, Ed.D.
Superintendent
KIM REED, Ed.D.
Assistant Superintendent
VACANT
Assistant Superintendent



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER-MOIR
BONNIE LACHAPPA
DON WHISMAN

RESOLUTION NO. 2022-03

**RESOLUTION DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIALS
FISCAL YEAR 2021-2022**

WHEREAS, in order to receive state instructional materials funds, the Lakeside Union School District Governing Board is required by Education Code Section 60119 to hold a public hearing and adopt a resolution by the eighth week of the school year, determining that EVERY pupil has sufficient textbooks or instructional materials in each of the following subjects that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education: mathematics, science, history-social science, reading/language arts.

WHEREAS, the Governing Board provided at least 10 days' notice of the public hearing posted in at least three public places within the district that stated the time, place and purpose of the hearing, and;

WHEREAS, as part of the required hearing, the Governing Board must also make a written determination as to whether each pupil enrolled in a world language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects.

WHEREAS, "sufficient textbooks or instructional materials," means that each pupil, including English learners, has a textbook or instructional materials, or both, to use in class and to take home to complete required homework assignments. This does not require two sets of textbooks or instructional materials for each pupil.

THEREFORE, BE IT RESOLVED that for the 2021-22 school year, the Governing Board hereby determines, as required by Education Code Section 60119, that the school district has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following areas:

1. Mathematics
2. Science
3. History-Social Science
4. Reading/Language Arts, including the English language development component of an adopted program
5. Health
6. World Language

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/>

PASSED AND ADOPTED by the Board of Trustees of the Lakeside Union School District at Lakeside, California, this 14th day of October 2021 by the following vote:

AYES:

NOES:

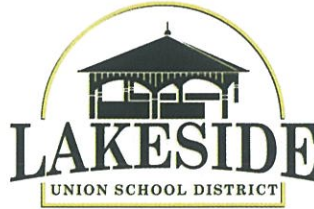
ABSENT:

I, Bonnie LaChappa, Clerk of the Governing Board of the Lakeside Union School District of San Diego County, California, do hereby certify that the foregoing is a full and correct copy of a resolution duly passed and adopted by said board at the regularly called and conducted meeting held on said date.

Clerk of the Governing Board

Administration:

RHONDA L. TAYLOR, Ed.D.
Superintendent
KIM REED, Ed.D.
Assistant Superintendent
VACANT
Assistant Superintendent



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA
DON WHISMAN

Public Notice for the Financial Provisions of the Collective Bargaining Agreement

At the regular board meeting of October 14, 2021, the Governing Board will conduct a public hearing to receive input from the public regarding the Collective Bargaining Agreement and Side Letter of Agreement with the California School Employees Association and its Chapter 240 for changes in the position of Bus Driver/Trainer/Dispatcher.

The public hearing will be held on Thursday, October 14, 2021 in the District Administration Center or on Zoom.

October 6, 2021

Rhonda L. Taylor, Ed.D.
Secretary to the Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

Approval of a Side Letter of Agreement between the District and California School Employees Association (CSEA) and its Lakeside Chapter #240 for the position of Bus Driver/Trainer/Dispatcher.

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

Approval is requested of a side letter of agreement between the District and CSEA and its Lakeside Chapter #240, for the Bus Driver/Trainer/Dispatcher position, a current position in the bargaining unit. The job description is modified (see attached) and the side letter lists the details of the agreement which includes payment for the cost of one bus driver up to \$4,500 to become a State Certified School Bus Driver, \$4,000 in hotel/travel expenses, and 21 days Per Diem during the training.

Fiscal Impact (Cost):

See details of fiscal impact in Disclosure of Collective Bargaining

Funding Source:

General Fund

Addresses Emphasis Goal(s):

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

Recommended Action:

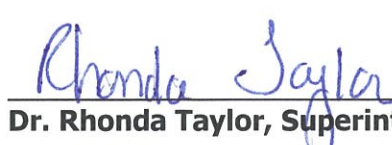
<input type="checkbox"/> Informational	<input type="checkbox"/> Denial/Rejection
<input type="checkbox"/> Discussion	<input type="checkbox"/> Ratification
<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Explanation: Click here to enter text.
<input type="checkbox"/> Adoption	

Originating Department/School: Business Services

Submitted/Recommended By:


Cesar Morales, Executive Director

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, 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 #240

September 14, 2021

This Side Letter of Agreement ("Agreement") is entered into by and between the Lakeside Union School District ("District") and the California School Employees Association and its Lakeside Chapter #240 ("CSEA"). The parties enter into this Agreement regarding the position of Bus Driver/Trainer/Dispatcher, the job description for which is attached hereto and incorporated as though fully set forth herein. The parties agree to all of the following:

1. The parties agree that the Bus Driver/Trainer/Dispatcher shall be compensated at a Range 29 on the current salary schedule, for 8 hours of work per day, five days per week, 12 months per year. The parties agree this position will be assigned a split shift daily work schedule, such that the incumbent works during the District's primary bus routes.
2. The parties also agree to amend Article 1, Recognition, in the 2019-2022 Collective Bargaining Agreement to include the change to the Bus Driver/Trainer/Dispatcher classification, as follows:

TRANSPORTATION

Mechanic	30
Bus Driver/Trainer/Dispatcher	29
School Bus Driver	22
Transportation Assistant/School Bus Driver	22
Van Driver	19
Transportation Student Attendant	9

3. The District agrees to pay the cost for one (1) qualified School Bus Driver, only, up to \$4,500 for the cost of becoming a State Certified Schoolbus Driver Instructor as follows.

CSEA: DM

CSEA: _____

LUSD: cg

This one (1) eligible School Bus Driver shall be selected by the District. Such School Bus Driver must be qualified pursuant to Education Code section 40088 to become a State Certified Schoolbus Driver Instructor. The District shall provide such employee up to fifteen (15) days of release time without loss of pay to take the Bus Driver Instructor Certification Course. The District further agrees to reimburse a qualified School Bus Driver for up to \$4,000 of hotel and travel expenses incurred for the Bus Driver Instructor Certification Course upon proof of payment with receipts and invoices for such expenses and proof of State Schoolbus Driver Instructor certification without limitations or restrictions, except for transit certificate. When such School Bus Driver is taking the Bus Driver Instructor Certification Course, this employee shall also receive up to twenty-one (21) days of the District's standard per diem.

4. The parties agree that until the position of School Bus Driver/Trainer/Dispatcher is filled, the District may contract with an independent contractor for purposes of providing Transportation Department training, including training that was previously provided by the School Bus Driver/Trainer/Dispatcher.
5. The parties agree that the contents of this Agreement represent the sole agreement of the parties as to all issues related to its contents, and that neither has relied upon any representations by the other which are not set forth in this Agreement.
6. The parties also agree that this Side Letter of Agreement shall fully and finally resolve all issues regarding the position of Bus Driver/Trainer/Dispatcher, the job description for which is attached hereto and incorporated as though fully set forth herein.
7. The parties agree that this Side Letter is not precedent setting and shall not establish any past practice.

[CONTINUED TO FOLLOWING PAGE]

CSEA: DM
CSEA: _____
LUSD: EG

8. The parties agree this Agreement is subject to ratification by CSEA's internal process and the District's Governing Board.

DM Myers
For the CSEA

Joni Collins
For the CSEA

E. Gm
For the District

9-14-2021
Date

9-14-2021
Date

Date of Ratification by the CSEA

Date Ratified By the Governing Board

Enclosure:

School Bus Driver/Trainer/Dispatcher

CSEA: DM
CSEA: _____
LUSD: Eg



Job Description

Title: Bus Driver/Trainer/Dispatcher	FLSA Status: Non-Exempt	Months: 12
Supervisor: Director, Maintenance, Operations, Transportation	Supervises: N/A	Range: 29
Department: Transportation	Bargaining Unit: Classified	Approved:

JOB SUMMARY:

Under the direction of the Director, Maintenance, Operations, Transportation, serve as the lead bus driver and coordinate transportation routes; coordinate, organize, schedule, and provide training and guidance to School Bus Drivers and perform bus driving and related duties as assigned; coordinates and schedules the activities of the bus driver staff; evaluates driver performance for training purposes; maintains liaison with the School Bus Representative of the California Highway Patrol; oversees the maintenance of records pertaining to driver qualifications; assist the Transportation Supervisor in the daily operation of the Transportation Department; drive a school bus as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Serve as the Lead Bus Driver and provide training to School Bus Drivers and Van Drivers; coordinate routes and schedule and maintain surveillance of bus routes for hazards and road conditions; drive a school bus as needed.
- Dispatch regular and substitute School Bus Drivers and Van Drivers for performance of reliable, on-time pupil transportation service and ensure that assignments are covered and completed according to established procedures; assign drivers and substitutes according to qualifications.
- Develop routes and construct schedules for various transportation services as assigned; serve as responsible for service changes, requests and exceptions; modify schedules to support special programs, activities and changes in school calendars; review various schedules to ensure compliance with existing policies while providing opportunities for economies and consolidation.
- Receive, route, relay and respond to telephone calls pertaining to daily operations, deliveries, pick-ups and interruptions to services.
- Coordinate, organize, schedule, and conduct classroom, behind-the-wheel, and refresher training for new and experienced drivers.
- Oversees implementation of school bus evacuation program and drivers in evacuation procedures.
- Oversees preparation and maintenance of records required by the department, District, federal and state laws.
- Conduct and document classroom and on-the-road driving skills evaluation to ensure drivers' compliance with safety practices, District policies and State codes and regulations.
- Monitor field operations for safety and to identify areas for improvement and develop targeted training areas for improvement.
- Recruit driver trainees.
- Evaluate and document accidents, complaints, emergency situations and incidents involving District buses and vans and respond to staff and public concerns regarding operations safety.
- Maintains and oversees driver licensing, training requirements, and certificate status including driver's licenses, physicals, drug screenings, CPR/First Aid expirations, special certificates, medical card, driver proficiency records, tracks and records State-required in-service hours.
- Assist drivers in resolving problems and situations related to routes, traffic conditions, pupil related problems, non-deliverables, alternative addresses, emergencies and other contingencies.
- Prepare and maintain records and reports related to assigned activities.
- Make recommendations regarding the location of bus stops and initiate route changes as required.
- Serve as liaison to communicate with parents, transportation department and District staff to exchange information,

coordinate activities and resolve issues or concerns; serve as contact person for complaints regarding departmental service; confer with school principals and other officials in adopting transportation services.

- Operate a variety of office equipment including a copier, fax machine, computer and assigned software applications including but not limited to those used for routing, presentations and spreadsheet creation and maintenance.
- Administer basic first aid and CPR as needed.

OTHER DUTIES:

- Perform related duties as assigned.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. The work environment characteristics and physical demands described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Provisions of applicable state and federal laws, California Motor Vehicle Code, the Education Code and District policies applicable to the operation of vehicles in transporting school children.
- Applicable traffic and student transportation laws, codes and regulations including Title 13.
- Safe and defensive driving practices.
- Proper operations of school buses.
- Modern office practices, procedures and equipment.
- Methods, practices and procedures of planning and dispatching transportation vehicles.
- Principles and practices of instructional training.
- District boundaries, street conditions and roads on designated driving routes.
- Health and safety regulations.
- Basic first aid, CPR & AED procedures.
- Operation of a computer and assigned software.
- Telephone techniques and etiquette.
- Record-keeping techniques.
- Health and safety regulations.
- Interpersonal skills using tact, patience and courtesy.
- Oral and written communication and public speaking skills.

Skills/Ability to:

- Plan, coordinate and develop bus routes and schedules.
- Assign bus drivers to designated routes.
- Review routes and schedules to accommodate changes.
- Maintain a variety of records and reports related to assigned activities.
- Interpret, apply and explain laws, codes, rules and regulations related to assigned activities.
- Operate a variety of office equipment including a computer and applicable software.
- Observe legal and defensive driving practices.
- Plan and organize work.
- Answer telephones and greet the public courteously.
- Understand and resolve issues, complaints or problems.
- Meet schedules and timelines.
- Communicate effectively both orally and in writing.
- Schedule and conduct classroom and behind-the-wheel training programs for drivers and prospective drivers; read, interpret, apply and explain rules, regulations, policies and procedures.
- Plan, implement, and recommend enforcement procedures of a department safety program.
- Provide training and work guidance to others.
- Apply interpersonal skills which reflect tact, patience, and courtesy.
- Establish and maintain cooperative and effective working relationships with others.

Education and Experience:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities is:

- Graduation from high school or equivalent GED.
- Three years of experience driving a bus including responsibility for planning and scheduling bus routes.

Licenses, Certifications and other Requirements:

- Valid California Class "A" or Class "B" driver's license with a "P" endorsement.
- Valid School Bus Driver Instructor's permit with no limitations except for transit certificate.
- Valid California Class C driver's license.
- Valid School Bus Certificate issued by the California Highway Patrol.
- Valid medical certificate.
- Valid First Aid certification.
- Clear driving record for 5 years.
- Pre-employment drug screening.
- Pre-placement physical exam.
- Criminal justice/fingerprint clearance.
- Tuberculosis clearance.

WORKING CONDITIONS:**Work Environment:**

- Office/transportation yard/school bus environment.
- Seasonal heat and cold or adverse weather conditions.
- Exposure to fumes, dust, odors, oil/grease and gases.
- Driving a vehicle to conduct work.

Physical Demands:

- Sitting for extended periods of time while operating buses.
- Hearing and speaking to exchange information.
- Reaching, pulling and pushing to open bus doors.
- Bending at the waist, kneeling or crouching.
- Reaching overhead, above the shoulders or horizontally.
- Seeing to monitor passengers and operate a vehicle.
- Lifting, carrying, pushing or pulling adaptive equipment and students.

Hazards:

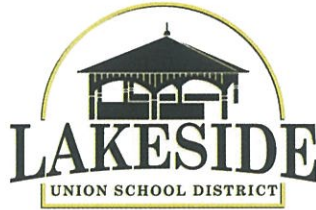
- Traffic hazards.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

DM
EG

Administration:

RHONDA L. TAYLOR, Ed.D.
Superintendent
KIM REED, Ed.D.
Assistant Superintendent
VACANT
Assistant Superintendent



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA
DON WHISMAN

NOTICE OF PUBLIC HEARING

At the regular board meeting of October 14, 2021, the Board of Trustees will conduct a public hearing to receive input regarding a Side Letter of Agreement to the Lakeside Teachers Association from the Lakeside Union School District regarding the impacts and effects of AB130 for the 2020-21 school year.

The public hearing will be held on Thursday, October 14, 2021.

October 7, 2021

Rhonda L. Taylor, Ed.D.
Secretary to the Board

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: Oct. 14, 2021

Agenda Item:

Approval is requested of the sunshine proposal of the District to Lakeside Teachers Association (LTA) on the Impacts and Effects of COVID19.

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

Approval is requested of the attached initial proposal for a side letter of agreement between the District to LTA on the Impacts and Effects related to COVID19 for the school year 2021-22 (which will include AB130).

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:

- | | |
|---|--|
| <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: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:


César Morales, Executive Director


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member

**LAKESIDE UNION SCHOOL DISTRICT'S INITIAL PROPOSAL FOR A
SIDE LETTER OF AGREEMENT**

**BETWEEN THE LAKESIDE UNION SCHOOL DISTRICT AND
THE LAKESIDE TEACHERS ASSOCIATION
REGARDING THE IMPACTS & EFFECTS OF THE
COVID-19 PUBLIC HEALTH EMERGENCY**

October 7, 2021

This Side Letter of Agreement (hereinafter "Agreement") is entered into by and between the Lakeside School District (hereinafter "District") and the Lakeside Teachers Association (hereinafter "LTA") regarding the changes to District schools as a result of the novel coronavirus (COVID-19) public health emergency.

1. Instruction

- A. The parties recognize that the District is required to provide an independent study option pursuant to AB 130, and that it will do so consistent with all of the requirements set forth in Education Code sections 51745 - 51749.6. The District will determine the kinds and levels of services to be provided and the methods and means of providing them. The District will determine when unit members will be assigned to teach independent study, including using concurrent instruction method (when students participate simultaneously in-person and via videoconference or live streaming technology).
- B. The District will provide training to unit members to deliver independent study using a concurrent instruction method.
- C. For independent study, the District may implement video/audio lessons, assignment and work packets, asynchronous instruction, and synchronous instruction (students and teachers are online at the same time and interacting in real time, via video conferencing or live-streaming) in an amount of time that is grade level dependent and determined by the District based on the Education Code.
- D. The hours of unit members' regular workday set forth in Article 11 of the CBA will not change.
- E. As determined by the District, unit members will utilize a consistent, district-wide learning platform and an identified and consistent method to communicate with parents.

Students in independent study must receive instruction that is equivalent to the content and curriculum used in the regular course of study.

- F. The District will provide unit members with appropriate software and technology for independent study and will work with unit members as necessary to ensure that they have the requisite technology devices to support students during independent study. Digital platforms shall conform with applicable privacy laws.

2. Safety

- A. The District shall provide a safe working environment and shall implement health and safety protocols consistent with the District's COVID-19 Prevention Plan. The District will monitor and consider guidance issued by the County of San Diego Health and Human Services Agency and school specific guidance and recommendations referenced therein, and the District may update its COVID-19 Prevention Plan to stay current with expert advice regarding the prevention of COVID-19.
- B. Unit members will be notified by email about school closures, class closures, closure extensions, reopenings, and/or partial reopenings as soon as practicable.
- C. The District and unit members will follow the operative State and San Diego County Health Officer order(s) as they apply to public schools, including required testing measures applicable to students and/or staff, face covering(s), and vaccine requirements.
- D. In accordance with the District's COVID-19 Prevention Plan, the District will ensure school facilities are adequately cleaned and sanitized.
- E. As soon as practicably possible, unit members shall report their supervisor in writing any concern regarding an unsafe condition, serious injury, or illness in connection with their employment. The District shall investigate said reported unsafe condition and as appropriate, advise the employee of any finding(s) and corrective action(s).

3. Leaves

- A. Any unit member on an approved leave of absence, prior to and continuing through the closure of schools, will continue as originally approved.
- B. Unit members shall have the ability to use leave consistent with the current law, including the CalOSHA Emergency Standards, and the District's procedures. Unit members shall submit leave requests to the District as soon as the need for such leave is known to the

unit member. The District will not discharge, discipline, or discriminate against unit members who lawfully take paid sick leave.

- C. Unit members who provide to the District's Human Resources Department medical documentation of limitation(s) and/or restriction(s), shall engage with the District in an interactive process in accordance with the Americans with Disabilities Act of 1990.
- D. Requests for accommodations for religious reasons shall be submitted to the District's Human Resources Department for evaluation and response.

4. Miscellaneous

- A. All components of the current Collective Bargaining Agreement between the District and LTA not addressed by the terms of this Agreement shall remain in full effect.
- B. The terms of this Agreement shall expire June 30, 2022.
- C. This Agreement is not effective until ratified by the Governing Board of the District and the LTA.

This Agreement is not precedent setting. This Agreement resolves any and all negotiable effects of the COVID-19 public health emergency. The District and LTA reserve the right to negotiate any impacts and effects in the 2021-2022 school year unrelated to the COVID-19 public health emergency. This Agreement is not effective until ratified by the Governing Board of the District.

For the LTA

Dated

For the District

Dated

Ratified by the Governing Board on _____

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

Employment Contract for Assistant Superintendent of Business

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

Approval of Contract

Fiscal Impact (Cost):

N/A

Funding Source:

Recommended Action:

☐ **Informational**

☐ **Denial**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

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

Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature

Dr. Rhonda Taylor, Superintendent

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

**EMPLOYMENT AGREEMENT
FOR ASSISTANT SUPERINTENENT
BETWEEN THE GOVERNING BOARD
OF THE LAKESIDE UNION SCHOOL DISTRICT AND
LISA DAVIS
2021-2024**

This Employment Agreement for Assistant Superintendent (hereinafter “Agreement”) is entered into by and between the Governing Board of the Lakeside Union School District of San Diego County, California (hereinafter referred to as “the Board”) and Lisa Davis (hereinafter referred to as (the “Assistant Superintendent”). The Board and the Assistant Superintendent hereby agree to the following terms and conditions:

1. TERM

The Board hereby employs the Assistant Superintendent for a period of three (3) years beginning October 18, 2021 and terminating on June 30, 2024.

2. RENEWAL OF AGREEMENT

Pursuant to the requirements of Education Code section 35031, this Agreement shall automatically renew for an additional period of three (3) years on the same terms and conditions existing at the time of any such renewal unless prior to December 31 of the last year of this Agreement, the Board sends or personally delivers to the Assistant Superintendent written notice that this Agreement shall not be renewed for another three (3) year term. The Board and the Assistant Superintendent acknowledge that they have agreed to a notice date of December 31, and that this notice period is greater than the forty-five (45) day advance notice provision contained in Education Code section 35031. This provision shall not be implemented in any year unless the Assistant Superintendent between October 1 and November 15 of the last year of this Agreement sends or personally delivers to each member of the Board written notice regarding this provision, including the effect of the December 31 deadline.

3. WORK YEAR

The Assistant Superintendent is a full-time classified management employee and shall be required to render full-time competent and regular service to the District for twelve (12) months of each annual period (or prorated portions thereof) covered by this Agreement exclusive of holidays. This twelve (12) month period (or prorated portions thereof) shall be used to calculate the daily rate of

pay for any days of vacation. The parties acknowledge and agree that the Assistant Superintendent is an exempt employee and is not entitled to overtime or compensatory time off.

4. SALARY

The Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be one hundred seventy-two thousand and nine hundred ninety-nine dollars (\$172,999.00) payable in equal installments on the last day of each calendar month commencing October 15, 2021. The Board reserves the right to increase the annual salary of the Assistant Superintendent at any time. Any such increase is subject to ratification by the Board in open session at a regularly scheduled board meeting.

5. PROVISION REQUIRED BY GOVERNMENT CODE SECTION 53260

Regardless of the term of this Agreement or any other provision contained in it, Government Code section 53260 requires that every employment agreement include "a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary multiplied by the number of months remaining on the unexpired term of the contract. However, if the unexpired term of the contract is greater than twelve months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by twelve." Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the Assistant Superintendent finds other employment, whichever comes first. Again, however, if the unexpired term is greater than twelve (12) months, the maximum time for which the District may agree to continue health benefits paid for by the District shall be twelve (12) months or until the Assistant Superintendent is employed elsewhere. Section 53260 notwithstanding, if the termination is based on fraud, misappropriation of funds, or other illegal fiscal practices, Government Code section 53260 prohibits the District from providing any cash or noncash settlement in an amount greater than the Assistant Superintendent's monthly salary multiplied by a number from zero to six (6) as determined by a hearing officer after a hearing. The intent of this provision is only to satisfy the requirements in Government Code section 53260-53264, and shall be interpreted consistently with these statutes. It should not be interpreted or applied to require the District to pay the Assistant Superintendent salary and benefits for twelve (12) months upon the termination of this Agreement.

6. ABUSE OF OFFICE PROVISIONS OF GOVERNMENT CODE

If the Assistant Superintendent is convicted of a crime involving the abuse of office or position, the Assistant Superintendent agrees that she shall fully reimburse the District for all of the following: (1) any paid leave salary paid by the District to the Assistant Superintendent pending an investigation; (2) any funds paid by the District for the legal criminal defense of the Assistant Superintendent; and (3) any cash settlement paid to the Assistant Superintendent related to the termination of the Assistant Superintendent's employment. This provision expressly does not oblige the District to make any of these payments. The intent of this provision is to satisfy the requirements in Government Code sections 53243.1-53244, and shall be interpreted consistently with these statutes.

7. BENEFITS, MEMBERSHIPS AND DUES

- A. Sick Leave The Assistant Superintendent shall be entitled to and accrue twelve (12) working days of sick leave during each twelve (12) month period of this Agreement. Such leave may be accumulated without limitation.
- B. Health and Welfare Benefits The Board shall provide at District expense employee and dependent coverage for the Assistant Superintendent pursuant to the terms of the District's health care provider for medical and dental insurance. However, the Assistant Superintendent shall make payment of health premiums in the same amount, and under the same terms and conditions, as classified bargaining unit members. In addition, the Board shall pay the premiums for term life insurance payable to the designated beneficiary(ies) of the Assistant Superintendent in the amount of one hundred thousand dollars \$100,000.00 and a disability insurance policy insuring the Assistant Superintendent. The Assistant Superintendent shall be the owner of this disability insurance policy. The Assistant Superintendent shall also be entitled to any retiree health benefits to which classified bargaining unit members or classified managers are entitled and under the same terms and conditions.
- C. Vacation The Assistant Superintendent is a twelve-month classified employee who is required to render competent full-time service during the term of this Agreement. The Assistant Superintendent shall be entitled to twenty-four (24) days paid vacation each year which shall be earned and accrued each month or pro rata part thereof that the Assistant Superintendent is in paid status with the District. Because the Board encourages the reasonable use of vacation for rest and recreation, vacations days shall accrue up to a

maximum of twenty-four (24) days after which no more vacation days may be accrued without the prior approval of the Board. Upon termination or expiration of this Agreement, the Assistant Superintendent shall be entitled to compensation for all unused, earned and accrued vacation days at the daily rate of pay in effect at the time.

- D. Longevity The Assistant Superintendent shall be eligible for longevity increases in accordance with the District's prevailing Assistant Superintendent Salary Schedule. Any such increase is subject to ratification by the Board in open session at a regularly scheduled board meeting.
- E. Memberships/Dues The Board also shall pay the annual dues of the Assistant Superintendent so that she may maintain continuous membership in the Association of California School Administrators, the California Association of School Business Officials, and one additional state or local professional organization which the Superintendent agrees to or requires that the Assistant Superintendent maintain membership for the term of this Agreement.
- F. Automobile and Mileage The Assistant Superintendent is required to possess and maintain an automobile for the performance of her duties. The Board shall, for the duration of this Agreement, pay to the Assistant Superintendent, in lieu of mileage reimbursement, five hundred dollars (\$500.00) per month. The Board shall also pay or reimburse the reasonable travel and other expenses pursuant to District policy for attendance at conferences, meetings or other events provided that for such events which take place outside the boundaries of San Diego County, such payment or reimbursement shall require the prior approval of the Board or the Superintendent if there is not time to procure full Board approval.
- G. Expenses The Board shall, for the duration of this Agreement, pay to the Assistant Superintendent, in lieu of reimbursement for expenses incurred, four hundred dollars (\$400.00) per month.
- H. Cellular Telephone The District shall provide to the Assistant Superintendent a cellular phone for District business, which shall be used in accordance with any Board Policy.
- I. Other Benefits The Assistant Superintendent, unless otherwise provided for in this Agreement, shall be entitled to all leaves of absence provided to classified employees generally by law or by the Board except that the exercise of any leave entitlements shall

not preclude the Board from terminating this Agreement for the reasons provided in paragraph 10 of this Agreement.

8. DUTIES AND RESPONSIBILITIES

- A. The Assistant Superintendent shall have charge of instruction and curriculum of the Lakeside Union School District under the direction of the Superintendent and the Governing Board.
- B. The Assistant Superintendent shall have such additional powers and duties as delegated to her by the Governing Board or the Superintendent. In the performance of the duties required by this Agreement, the Assistant Superintendent shall adhere to State and Federal laws, and District and Board Policies and Regulations at the highest level of professional competence.
- C. The Assistant Superintendent is encouraged to engage in professional growth activities as long as they do not interfere with her normal duties, impair her effectiveness, or result in a conflict of interest under state law. If the Assistant Superintendent will engage in outside professional activities during the work day, the Assistant Superintendent shall either schedule such activities for nonwork days or take vacation. This requirement to utilize nonwork days or vacation shall not apply to the possible infrequent occasion on which the Assistant Superintendent engages in such professional activities early in the morning, at lunch time or late in the day and still works a full workday for the District.
- D. The Assistant Superintendent shall devote her entire productive time, ability, and attention to the business of the Lakeside Union School District and shall be available twenty-four (24) hours a day for that purpose, except as otherwise provided herein.

9. PERFORMANCE EVALUATION

- A. The Superintendent and the Assistant Superintendent acknowledge that the employment relationship between the Superintendent and the Assistant Superintendent is a special and important relationship. This relationship requires regular communication and feedback. The Superintendent may, on an as needed or as directed basis, informally evaluate the Assistant Superintendent. The Superintendent may evaluate the Assistant Superintendent in writing at any time and at least once each year.

- B. As soon as practicable after the commencement of the term of this Agreement, the Superintendent and the Assistant Superintendent shall meet to establish the Assistant Superintendent's goals and objectives for the first year under this Agreement. Said goals and objectives shall be reduced to writing, shall be prioritized, and shall be based upon the duties and responsibilities set forth in this Agreement, and any other criteria mutually agreed upon by the parties or established by the Superintendent. The parties will meet to establish goals and objectives annually. Such personal goals and objectives shall be confidential and become a part of the Assistant Superintendent's evaluation in her official personnel file.
- C. Prior to June 30 of each year under this Agreement, the Superintendent shall evaluate the performance of the Assistant Superintendent and the working relationship between the Assistant Superintendent and Superintendent according to a format determined by the Superintendent with input from the Assistant Superintendent. The Superintendent shall state in writing whether the overall performance of the Assistant Superintendent does not meet expectations, meets expectations, exceeds expectations, or greatly exceeds expectations.
- D. If the overall determination is that the Assistant Superintendent's performance does not meet expectations, the Superintendent will provide the Assistant Superintendent with written recommendations as to the areas needing improvement. The Superintendent will provide the Assistant Superintendent with a copy of the evaluation not later than June 30 of the year in which evaluated and shall meet with the Assistant Superintendent to discuss the evaluation before July 30th of that year. The evaluation shall be reviewed by the Governing Board and placed in the Assistant Superintendent's official personnel file.
- E. Failure by the Superintendent to evaluate or timely evaluate the Assistant Superintendent shall not preclude the Governing Board from exercising any provision of this Agreement.

10. TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by: (1) mutual consent at any time, (2) at any time for the convenience of the Board, (3) by non-renewal by the Board, (4) by the Board for breach of this Agreement, (5) by the Board for cause, which shall include, but not be limited to, failure to perform in a satisfactory manner, and/or any cause provided in Education Code sections 44932 or 44933, (6) by the Board because of continuing disability of the Assistant

Superintendent, or (7) by resignation of the Assistant Superintendent upon ninety (90) days prior written notice to the Board.

- B. In the event of a proposed termination of this Agreement for breach or for cause, the Board shall give at least thirty (30) days prior written notice to the Assistant Superintendent which shall contain a reasonably detailed statement of the charges which shall constitute cause or breach of a material term of this Agreement. The Assistant Superintendent shall be given the right to respond orally or in writing to the Board and the right to request an informal hearing before the Board. The Assistant Superintendent must request an informal hearing before the Board within five (5) calendar days after receiving the written notice from the Board. The informal hearing shall be held in closed session unless the Assistant Superintendent requests that the hearing be held in an open session at the time the Assistant Superintendent requests the informal hearing. The hearing before the Board shall be conducted by the Board and shall not be a formal evidentiary hearing. The Assistant Superintendent shall be provided an opportunity to respond to the statement of charges and to present any documents or affidavits necessary. The Assistant Superintendent may be represented by legal counsel at her own expense and must notify the Board at least ten (10) days prior to the informal hearing that he will be represented by legal counsel. The Board shall render a final decision within forty-five (45) calendar days following the hearing. [SEP]
- C. The Board within its discretion may terminate this Agreement without cause at any time upon written notice to the Assistant Superintendent. In the event this Agreement is terminated without cause, the Assistant Superintendent shall receive a maximum cash severance payment equal to the monthly salary of the Assistant Superintendent multiplied by twelve (12) months, or the number of months left on the unexpired term of this Agreement, whichever is the lesser amount. This provision is required by Government Code section 53260, and shall be implemented consistent with that law. This Severance Payment shall be payable in accordance with the District's regular payroll cycle or, at the Board's discretion, in a lump sum. This Severance Payment shall be provided to the Assistant Superintendent only if (1) the Assistant Superintendent executes a Separation Agreement prepared by the Board which includes a full general release of any and all claims, including all those known or unknown, against the Board, and its individual members, all officers, all employees, and all agents of the District arising out of or in any way related to the Assistant Superintendent's employment or termination of employment with the District; (2) and the Assistant Superintendent agrees to cooperate fully with the

Board in the transition of her duties and comply with all District Policies and Procedures. All other obligations to the Assistant Superintendent under this Agreement shall be automatically terminated and completely extinguished. [REDACTED]

- D. In the event of a proposed termination of this Agreement because of the continuing disability of the Assistant Superintendent, the Board shall give at least thirty (30) days prior written notice to the Assistant Superintendent. No such notice shall be sent unless the Assistant Superintendent is determined to be unable to perform the essential duties of her position with or without reasonable accommodation. The Assistant Superintendent shall be given a reasonable opportunity to be heard in the way of any explanation or defense before any final decision or the proposed termination of this Agreement is made on the basis of continuing disability.

11. MISCELLANEOUS PROVISIONS

This Agreement is subject to the applicable laws of the State of California and to the rules and regulations of the State Board of Education.

This Agreement is the sole and only agreement between the parties and supersedes any prior oral understandings or written agreements.

This Agreement can be changed or modified only by a written document signed by both parties, except that the Board reserves the right to increase the Assistant Superintendent's salary at any time.

If any term or provision of this Agreement is determined to be illegal by a court of competent jurisdiction, then such term or provision shall be severed from this Agreement, and the remaining terms and provisions shall be in full force and effect.

[CONTINUED ON THE FOLLOWING PAGE]

12. RATIFICATION

The Assistant Superintendent and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.



LISA DAVIS
Assistant Superintendent

HOLLY FERRANTE
President of the Governing Board

Date: _____

Date: _____

Ratified in an open session of the Governing Board on: _____

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/21

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 September 9, 2021
Special Board Meeting of September 29, 2021

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:

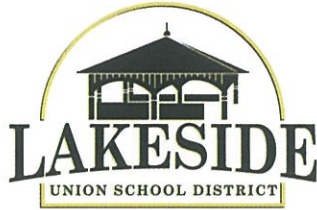
Approved for Submission to the Governing Board:


Lisa DeRosier, Executive Assistant


Dr. Rhonda Taylor, Superintendent

Administration:

RHONDA L. TAYLOR, Ed.D.
Superintendent
 KIM REED, Ed.D.
Assistant Superintendent
 ERIN GARCIA
Assistant Superintendent



Board of Trustees:

HOLLY FERRANTE
 ANDREW HAYES
 LARA HOEFER MOIR
 BONNIE LACHAPPA
 DON WHISMAN

Minutes of the Regular Meeting of the Board of Trustees

September 9, 2021

District Administration Center/Zoom

- | | |
|---|---|
| <p>A. The regular meeting of the Lakeside Union School District Board of Trustees was called to order at 5:00 p.m. by Holly Ferrante, President, with the following members present: Andrew Hayes, Vice President; Bonnie LaChappa, Clerk; Lara Hoefer Moir, Member; and Don Whisman, Member. Also in attendance were Dr. Rhonda Taylor, Superintendent; Dr. Kim Reed, Assistant Superintendent; and Erin Garcia, Assistant Superintendent.</p> | <p>Call to Order</p> |
| <p>B. There were no speakers requesting to address the Board prior to Closed Session.</p> | <p>Public
Comments</p> |
| <p>C. At 5:01 p.m. the Governing Board moved to closed session to discuss Conference with Labor Negotiator, Erin Garcia, regarding the California School Employees Association and its Chapter 240, pursuant to Government Code §54957.6; Conference with Labor Negotiator, César Morales, regarding the Lakeside Teachers Association pursuant to Government Code §54957.6; and Public Employee Discipline/Dismissal/Release pursuant to Government Code §54957.</p> | <p>Closed Session</p> |
| <p>D. At 6:00 p.m. the Board reconvened to open session. President Ferrante welcomed guests. Lisa DeRosier was present to record the minutes. President Ferrante reported no action was taken on closed session items.</p> | <p>Welcome</p> |
| <p>1. There was no action taken on Conference with Labor Negotiator, Erin Garcia, regarding the California School Employees Association and its Chapter 240, pursuant to Government Code §54957.6.</p> | <p>Closed Session
Report</p> |
| <p>2. There was no action taken on Conference with Labor Negotiator, César Morales, regarding the Lakeside Teachers Association pursuant to Government Code §54957.6.</p> | |
| <p>3. The Board unanimously took action, pursuant to Education Code Sections 45113 and 45116, Article 29 of the Collective Bargaining Agreement between the California School Employees Association and its Chapter 240 and the District, and Administrative Regulation 4218 to dismiss classified employee No. 496828. Motion carried unanimously 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman).</p> | |
| <p>The pledge of allegiance was led by Extended Student Services (ESS) students. Following the pledge, ESS Manager Jerred Murphy, shared highlights from the program. Students spoke about the things they loved about ESS. He praised his team for staying open with zero positive COVID cases since June 15, 2020. He had 369 students this summer with field trips. He thanked Amanda Thomas and the Child Nutrition program for keeping all the students fed this summer. He also thanked Transportation for the buses, and Steve Mull and the LMS staff.</p> | <p>Flag Salute
ESS Highlights</p> |
| <p>President Ferrante requested a moment of silence for the 20th anniversary of 911.</p> | <p>Moment of
Silence</p> |
| <p>E. Clerk LaChappa dropped snacks off at ESS this summer and saw the kids having a great time. She is enjoying the school year.</p> | <p>Trustee Reports
and Comments</p> |

E. TRUSTEE REPORTS AND COMMENTS (CONTINUED)

Member Hoefer Moir thanked everyone who volunteered for the rodeo and parade. She commented that it was a success because of all the volunteers.

Member Whisman is happy the students are back on campus, learning in person. He appreciates all the measures in place, keeping the kids safe. We are off to a good start this year.

Vice President Hayes thanked everyone for coming out to the rodeo and helping out with the parade. The kids were having fun on the floats, celebrating our community.

President Ferrante gave a shout out to the entire staff for getting school up and running. The rodeo was fabulous and she was pleased to see the place was packed.

- | | | |
|----|---|---|
| F. | There were 7 requests to speak to the Board regarding air purifiers in the classrooms; mask mandates for students; and the field use at Eucalyptus Hills. | Public Comments |
| G. | <ol style="list-style-type: none"> 1. Rob Harding, Diane Angus, and Gary Mitrovich from the Lakeside Historical Society presented the district with a photo of the second school located on the current District Office property. They also discussed Living History Days for 3rd grade students. The Board thanked them for the photo and for coming in to speak. 2. César Morales introduced and welcomed 21 new employees to the District. 3. Dr. Natalie Winspear and César Morales presented current COVID information. We have had 62 positive student cases, 11 staff cases, and have closed 5 classrooms this school year. They gave a shout out to Kelly Morton and the front office teams at the sites for all their help. 4. Erin Garcia presented information on the 2020-21 Unaudited Actuals. She thanked the business office team, especially Shannon Johnston. It's a big job for the staff to get these reports completed. She discussed the general fund revenue changes, expenditure changes, other funds, reserve, etc. She explained that operations are different than in the past. We have received \$15.6 million in COVID relief funds. Most of these funds can't be added to the budget until they are spent. 5. <u>It was moved by</u> Clerk LaChappa and seconded by Vice President Hayes to approve the 2020-21 Unaudited Actuals. The report contains the financial results for the fiscal year ending June 30, 2021. Motion carried unanimously 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman). | <p>Historical Society</p> <p>New Employees</p> <p>COVID Update</p> <p>Unaudited Actuals Presentation</p> <p>Approve 2020-21 Unaudited Actuals</p> |
| H. | <ol style="list-style-type: none"> 1. At 7:17 p.m. President Ferrante opened a public hearing to hear input regarding the Initial Bargaining Proposal from the Lakeside Teachers Association to the Lakeside Union School District for the 2020-21 school year so that negotiations may commence. Hearing no comments, President Ferrante closed the hearing. 2. At 7:18 p.m. President Ferrante opened a public hearing to hear input regarding the Side Letter of Agreement from the Lakeside Teachers Association to the Lakeside Union School District regarding impacts and effects of AB130 for the 2020-21 school year. Hearing no comments, President Ferrante closed the hearing. | <p>Public Hearing: Initial Barg Proposal from LTA</p> <p>Public Hearing: Side Letter of Agreement from LTA</p> |

H. PUBLIC HEARINGS/ACTION ITEMS (CONTINUED)

- | | |
|--|--|
| 3. At 7:18 p.m. President Ferrante opened a public hearing to hear input regarding the initial bargaining proposal from the Lakeside Union School District to the Lakeside Teachers Association for the 2021-22 school year, so negotiations may commence. Hearing no comments, President Ferrante closed the hearing. | Public Hearing:
Initial Barg
Proposal from
LUSD |
| 4. <u>It was moved by</u> Vice President Hayes and seconded by Member Hoefer Moir to approve a Side Letter of Agreement with the California School Employees Association and its Chapter 240 for the position of Van Driver for a net savings of \$22,741. Motion carried unanimously 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman). | Approve Initial
Proposal from
LUSD |
| I. <u>It was moved by</u> Vice President Hayes and seconded by Clerk LaChappa to designate all Items of Business to the consent agenda with the exception of Item 4.5. The motion carried unanimously to designate Items of Business 2.1, 3.1, 3.2, 3.3, 3.4, 3.5, 4.1, 4.2, 4.3, 4.4, 5.1, 5.2, 5.3, 5.4 and 5.5 to the consent agenda. | Consent Agenda |
| 1.1 <u>It was moved by</u> Vice President Hayes and seconded by Clerk LaChappa to adopt the following items of business: | Items of
Business |
| 1.2 There was no discussion on items. | Discussion |

SUPERINTENDENT

- | | |
|--|---------------|
| 2.1 A motion to adopt the amended minutes of the regular board meeting of August 12, 2021. | Adopt Minutes |
|--|---------------|

HUMAN RESOURCES

- | | |
|---|------------------------------|
| 3.1 A motion to adopt Personnel Assignment Order No. 2022-04. | Adopt PAO |
| 3.2 A motion to approve a Short Term Independent Study teacher job description. | Approve Job
Description |
| 3.3 A motion to approve a Memorandum of Understanding with the California State University San Marcos to provide student teaching experience through practice teaching. | Approve MoU
w/CSUSM |
| 3.4 A motion to approve a Memorandum of Understanding with the San Diego Christian College to provide student teaching experience through practice teaching. | Approve MoU
w/SDCC |
| 3.5 A motion to approve a Memorandum of Understanding with the University of Phoenix to provide student teaching experience through practice teaching. | Approve MoU
w/Univ of Phx |

BUSINESS SERVICES

- | | |
|---|---------------------------------|
| 4.1 A motion to approve the following monthly business reports: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures. | Approve
Business Reports |
| 4.2 A motion to adopt Resolution No. 2022-02 to certify the 2020-21 Gann Limit Appropriations and an Estimated Limit for 2021-22. | Adopt Resolution
No. 2022-02 |

I. BUSINESS SERVICES (CONTINUED)

- | | | |
|-----|--|---------------------------------|
| 4.3 | A motion to approve/ratify the following annual contracts for the 2021-22 school year: A) Transportation Agreement (Special Ed); B) Eric Hall & Associates (Bond); C) ABA Education Foundation (Special Ed); D) Inspire Diagnostics (HR); E) Regents UCSD – Shiley Eye Institute (Special Ed); and F) Dr. Debra Dupree – Relationships at Work, Inc. (HR). | Approve/Ratify Annual Contracts |
| 4.4 | A motion to approve a Lakeside Middle School overnight field trip to attend a leadership conference at the Lakeside Rodeo Grounds September 10-11, 2021. | Approve Overnight Field Trip |

BOARD POLICIES, REGULATIONS, EXHIBITS & BYLAWS

- | | | |
|-----|--|-----------------|
| 5.1 | A motion to adopt Board Policy and Administrative Regulation 1312.3: Uniform Complaint Procedures. | Adopt 1312.3 |
| 5.2 | A motion to adopt Board Policy 4141/4241: Collective Bargaining Agreement. | Adopt 4141/4241 |
| 5.3 | A motion to adopt Board Policy and Administrative Regulation 5113.1: Chronic Absence and Truancy. | Adopt 5113.1 |
| 5.4 | A motion to adopt Board Policy and Administrative Regulation 6158: Independent Study. | Adopt 6158 |
| 5.5 | A motion to adopt Board Policy 6159.2: Nonpublic, Nonsectarian School and Agency Services for Special Education. | Adopt 6159.2 |

Motion carried unanimously 5:0: (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman).

- | | | |
|-----|--|------------------------------|
| 4.5 | <u>It was moved by</u> Vice President Hayes and seconded by Member Whisman to accept the following donations to the District: A) The Kiwanis Club of Lakeside donated 40 backpacks to both Lindo Park and Lakeside Farms students; B) El Capitan Stadium Association donated \$500 to Lakeside Middle School for 8 th grade events; and C) Vicki Russell donated school supplies to Lindo Park. Motion carried unanimously 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman). | Accept Gifts to the District |
|-----|--|------------------------------|

- | | | |
|----|---|--|
| J. | Parents requested that an action to allocate COVID relief funds to purchase an air filtration unit for every classroom in the district immediately be placed on the Board agenda. Erin Garcia commented that they haven't had much time to look into the cost of the air purifiers. She made a recommendation for the type of air purifier that Chula Vista Elementary is using. \$140,000 for each classroom and one additional filter is the projection at this time. Todd Owens commented that these are not long-term solutions and we have also received phone calls from parents who don't want the air purifiers in the classroom. After a lengthy discussion, the Board asked staff to provide additional context and pricing next month. | Parent Request Regarding Air Purifiers |
|----|---|--|

- | | | |
|----|--|------------|
| K. | 1. First Reading of Board Policy 6170.1: Transitional Kindergarten. The Board requested the policy to return next month for adoption. | BP 6170.1 |
| | 2. First Reading of Board Policy and Administrative Regulation 7211: Developer Fees. The Board requested the policy to return next month for adoption. | BP/AR 7211 |

K. DISCUSSION (CONTINUED)

	3. First Reading of Board Bylaw 9320: Meetings and Notices. The Board requested the policy to return next month for adoption.	BB 9320
L.	1. Erin Garcia reviewed the Enrollment Report for Month 0 (as of 9/1/21). We had 4,522 students on day 10, which is 143 lower than same time last year.	Enrollment Report
	2. Erin Garcia commented on the minor changes to the Revised 2021-2024 Local Control and Accountability Plan (LCAP).	Revised LCAP
M.	1A. Kerry Strong, LTA President, commented that the teachers are proud to be part of this community and grateful for the support of our families. They are happy to be back to school. She appreciates that the LTA members have felt heard this past month by the leaders. She encouraged the Board to stop by the school offices to see how much the additional work has impacted the office staff and teachers. This workload is not sustainable so we need to come up with another solution together. The LTA members have big concerns about COVID safety, air quality, and the lack of substitutes. She commented that they have almost 100% participation in LTA. CTA offers many good, quality professional development classes for certificated staff.	LTA President
	1B. David Myers, CSEA President, commented on the air quality issues. The maintenance department has been on roofs, changing filters regularly. The ESS program has done a great job over the summer, following the protocols and staying safe. He thanked the classified staff for showing up everyday. Many of these positions don't get substitutes. He also thanked the food service staff. We all work very hard. There have been a lot of interviews filling classified positions.	CSEA President
	2A. Erin Garcia, Assistant Superintendent, commented that she has given her notice of intent to resign and has been offered a position with the San Marcos School District. This will likely be her last board meeting so she thanked the Board for the opportunity to work in Lakeside, and for all the support in the past 6 years. She wished the staff all the best in the future. President Ferrante commented that they wished her the best and she will be missed.	Erin Garcia
	2B. Dr. Kim Reed, Assistant Superintendent, commented that Ed Services has their first district-wide professional learning community meeting on the 24 th bringing teachers together by grade level. The teachers are working on administrative protocols for the first district-wide performance task. Providing students the opportunity to take a look at a novel task, something they've never seen before, and apply all the learning they have to this new task. Our teachers have done a phenomenal job creating these. This is a pivotal change in our district.	Dr. Kim Reed
	2C. Dr. Rhonda Taylor, Superintendent, welcomed all our new employees to the District. She can't believe it's only been 15 days of school. The students are already into their routines and they're learning. She has been visiting the schools. The back to school nights are starting. The teachers are stepping up to make these virtual back to school nights personal for the parents. Thank you to everybody for the participation in the parade. The Stadium Association is so important to us. She acknowledged that the school sites have had a heavy burden placed on them with the independent studies. The work around these is much more cumbersome than we originally thought. We are listening and streamlining to be the best of our ability, while complying with state mandates. She thanked everybody for bringing their A game every day.	Dr. Rhonda Taylor

- N. President Ferrante asked if there was any further business to come before the board. There being none, the president declared the regular board meeting adjourned at 7:57 p.m.

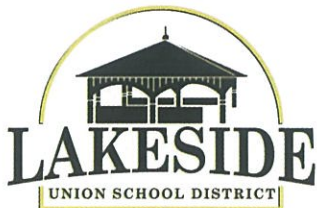
Adjournment

Rhonda L. Taylor, Ed.D.
Secretary to the Board

Bonnie LaChappa
Clerk of the Board

Administration:

RHONDA L. TAYLOR, Ed.D.
Superintendent
KIM REED, Ed.D.
Assistant Superintendent
VACANT
Assistant Superintendent



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA
DON WHISMAN

Minutes of the Special Meeting of the Board of Trustees

September 29, 2021

District Administration Center/Zoom

- | | |
|--|--|
| A. The special meeting of the Lakeside Union School District Board of Trustees was called to order at 5:00 p.m. by Holly Ferrante, President, with the following members present: Andrew Hayes, Vice President; Bonnie LaChappa, Clerk; Lara Hoefer Moir, Member; and Don Whisman, Member. Also in attendance were Dr. Rhonda L. Taylor, Superintendent; and Dr. Kim Reed, Assistant Superintendent. | Call to Order |
| B. There were no requests to speak to the Board. | Public
Comments |
| C. At 5:01 p.m., the Governing Board moved to closed session to discuss Employment of Assistant Superintendent of Business Services, pursuant to Government Code §54957.

At 5:18 p.m. the Board reconvened to open session. President Ferrante reported no action was taken in closed session. | Closed Session |
| D. The Board discussed Resolution No. 2022-05 at length. This was to authorize virtual meetings pursuant to AB 361. It was unanimously agreed upon to bring the resolution back next month as this only applies if a Board Member is not attending a meeting in person, but would Zoom in instead. | Virtual Board
Meeting
Resolution |
| E. President Ferrante asked if there was any further business to come before the board. There being none, the president declared the special board meeting adjourned at 5:29 p.m. | Adjournment |

Rhonda L. Taylor, Ed.D.
Secretary to the Board

Bonnie LaChappa
Clerk of the Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/21

Agenda Item:

Resolution #2022-04

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

A resolution declaring the week of October 25-29, 2021 as Red Ribbon Week in the Lakeside Union School District. The District encourages the community to participate in drug prevention education activities, making a visible statement that we are firmly committed to a drug free, tobacco and alcohol abuse-free community.

Fiscal Impact (Cost):

None

Funding Source:

N/A

Recommended Action:

☐ **Informational**

☐ **Discussion**

☐ **Approval**

☒ **Adoption**

☐ **Denial**

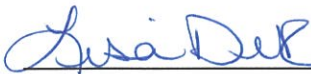
☐ **Ratification**

☐ **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. Rhonda Taylor, Superintendent

**LAKESIDE UNION SCHOOL DISTRICT
RESOLUTION NO. 2022-04**

RED RIBBON/DRUG AWARENESS WEEK

WHEREAS Alcohol, tobacco, and other drug abuse has reached epidemic stages in the United States; and,

WHEREAS It is imperative that community members launch visible substance abuse prevention education efforts to reduce the demand for drugs; and,

WHEREAS **Californians for Drug-Free Youth, Inc.**, sponsored the first statewide Red Ribbon Campaign in 1986, and the **National Federation of Parents for Drug-Free Youth, Inc.** sponsored the first nationwide campaign in 1988, with the Red Ribbon symbolizing commitment to a healthy, drug-free lifestyle, and with the goal of the Red Ribbon Campaign being to present a unified and visible commitment toward the creation of a **Drug-Free America**.

WHEREAS The Red Ribbon Campaign will be celebrated in every community in America during "**RED RIBBON WEEK**", October 25-29, 2021 and

WHEREAS Businesses, government, law enforcement, schools, religious institutions, service organizations, youth, medical, senior citizens, military, sports teams, and individuals will demonstrate their commitment to drug free, tobacco and alcohol abuse free health lifestyles by wearing and displaying red ribbons during this week-long campaign; and,

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lakeside Union School District does hereby support October 25-29, 2021 as "**RED RIBBON WEEK**", and encourage the community to participate in drug prevention education activities, making a visible statement that we are firmly committed to a drug free, tobacco and alcohol abuse free community.

BE IT FURTHER RESOLVED, that the Board of Trustees of the Lakeside Union School District encourages the community to promote a strong commitment to a drug-free lifestyle.

PASSED AND ADOPTED this 14th day of October 2021 by the Governing Board of the Lakeside Union School District of San Diego County, California.

Holly Ferrante, President

Andrew Hayes, Vice President

Bonnie LaChappa, Clerk

Don Whisman, Member

Lara Hoefer Moir, Member

Dr. Rhonda Taylor, Superintendent

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/21

Agenda Item:

Resolution No. 2022-05

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

Resolution No. 2021-05 requesting authority to hold virtual meetings pursuant to AB 361.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ Informational

☐ Denial

☐ Discussion

☐ Ratification

☐ Approval

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

☒ Adoption

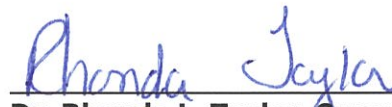
Originating Department/School: Superintendent

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa DeRosier, Executive Assistant



Dr. Rhonda L. Taylor, Superintendent

Lakeside Union School District

Resolution No. 2022-05

Continuing Board of Trustees Authority to Hold Virtual Meetings Pursuant to AB 361

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19); and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

THEREFORE, BE IT RESOLVED that the Board of Trustees of Lakeside Union School District finds that the Governor's March 4, 2020 declaration of a state of emergency due to the COVID-19 pandemic remains active.

BE IT FURTHER RESOLVED, the Board of Trustees of Lakeside Union School District finds that due to the state of emergency meeting in person would present imminent risks to the health or safety of attendees and/or the state of emergency continues to directly impact the ability of the members to meet safely in person due to the prevalence of the Delta variant of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of unvaccinated individuals attending meetings, the potential for noncompliance with mask wearing requirements, and desire to protect the health of immuno-compromised trustee(s), staff and the public.

PASSED AND ADOPTED by the following vote of the Board of Trustees of Lakeside Union School District, County of San Diego, State of California on _____, 2021.

AYES: _____

NOES: _____

ABSENT:: _____

A handwritten signature in blue ink, appearing to read "Holly Gerente", is written over a horizontal line.

President, Board of Trustees

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/21

Agenda Item:

Resolution for Chief Negotiator for CSEA

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

Adoption of Resolution No. 2022-06, designating the Executive Director of Human Resources to be the chief negotiator and designated representative in negotiations with the California School Employees Association, Lakeside Chapter 240 for the 2021-22 school year.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:


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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

RESOLUTION NO. 2022-06

Resolved that the Governing Board of the Lakeside Union School District hereby designates Executive Director of Human Resources, César Morales, to be its chief negotiator and designated representative in negotiations with the California School Employees Association (“CSEA”).

Resolved that César Morales has full authority to negotiate on behalf of the Governing Board, but the Governing Board expressly reserves the right to ratify any tentative agreement.

Resolved that César Morales shall be the only individual who has the authority on behalf of the Governing Board to negotiate with the CSEA, and the only individual who has authority to make proposals and counter-proposals and to enter into tentative agreements.

Resolved that Shannon Johnston and Todd Owens also shall be on the negotiating team on behalf of the Governing Board.

Resolved that individual members of the Governing Board and the Superintendent shall decline to negotiate with representatives of the CSEA, and also shall decline to meet with such representatives on matters or items being negotiated or directly related to negotiations.

DATE APPROVED BY THE GOVERNING BOARD: October 14, 2021

Secretary to the Governing Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/21

Agenda Item:

Resolution for Chief Negotiator for LTA

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

Adoption of Resolution No. 2022-07, designating the Executive Director of Human Resources to be the chief negotiator and designated representative in negotiations with the Lakeside Teachers Association for the 2021-22 school year.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature

Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

RESOLUTION NO. 2022-07

Resolved that the Governing Board of the Lakeside Union School District hereby designates Executive Director of Human Resources, César Morales, to be its chief negotiator and designated representative in negotiations with the Lakeside Teachers Association ("LTA").

Resolved that César Morales has full authority to negotiate on behalf of the Governing Board, but the Governing Board expressly reserves the right to ratify any tentative agreement.

Resolved that César Morales shall be the only individual who has the authority on behalf of the Governing Board to negotiate with the LTA, and the only individual who has authority to make proposals and counter-proposals and to enter into tentative agreements.

Resolved that Shannon Johnston, Kim Reed, Natalie Winspear, and Keith Keiper also shall be on the negotiating team on behalf of the Governing Board.

Resolved that individual members of the Governing Board and the Superintendent shall decline to negotiate with representatives of the LTA, and also shall decline to meet with such representatives on matters or items being negotiated or directly related to negotiations.

DATE APPROVED BY THE GOVERNING BOARD: October 14, 2021

Secretary to the Governing Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/21

Agenda Item:

Personnel Assignment Order 2022-05

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

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

Fiscal Impact (Cost):

Varies

Funding Source:

General Fund

Addresses Emphasis Goal(s):

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

Recommended Action:

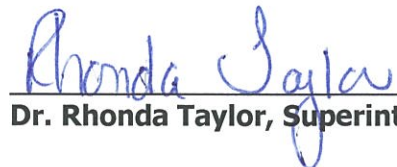
<input type="checkbox"/> Informational	<input type="checkbox"/> Denial
<input type="checkbox"/> Discussion	<input type="checkbox"/> Ratification
<input type="checkbox"/> Approval	<input type="checkbox"/> Explanation: Click here to enter text.
<input checked="" type="checkbox"/> Adoption	

Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:


César Morales, Executive Director HR


Dr. Rhonda Taylor, Superintendent

**LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING, October 14, 2021
Personnel Assignment Order – 2022-05**

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
Burd, Lyndsey	Teacher/LP	C/1		\$49,706.00	09/13/2021
Casper, Brittany	Teacher/LP	A/1		\$49,706.00	10/13/2021
Dillo, Debra	Teacher/LC	F/9		\$75,284.00	10/04/2021
Dole, Sarah	LLM Teacher/RV	F/10		\$77,774.00	10/01/2021
Fox, David	Teacher/TDS	A/1		\$49,706.00	09/27/2021
Mosti, Teresa	Teacher/LC	D/1		\$49,706.00	10/13/2021
Wieher, Hannah	Teacher/LP	E/1		\$49,706.00	10/01/2021

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
515014	Teacher/Riverview	Medical	Yes	01/01/2022-06/30/2022

E. Resignations:

Employee	Assignment/Location	Class/Step	Reason	Effective Date
Gunn, Tifani	SDC Teacher/LEAPP	F/20	Employment	10/18/2021

F. SLP Waiver:

Employee	Assignment/Location	Effective Date
Peters, Nicole	SLP Teacher/LEAPP	7/1/2021-6/30/2022

G. Dismissals:

Employee	Assignment/Location	Class/Step	Effective Date

Classified Staff

H. New Hire:

Employee	Location	Position/Class/Step	Effective Date
Carey, Lena	Lakeside Farms	Child Development Assistant/7/1	10/1/2021
Conner, Maria	Lakeside Middle	Campus Student Supervisor/7/1	9/7/2021
Coronado, Jacquelyn	Riverview	Campus Student Supervisor/7/1	9/3/2021
Damon, Jamie	Central Kitchen	Child Nutrition Assistant/7/7	10/4/2021
Davis, Lisa	District Office	Assistant Superintendent of Business/82/5	10/18/21021
Garner, Claire	Winter Gardens	Child Development Assistant/7/1	10/1/2021
Genet, Nicole	Lakeside Middle	Child Nutrition Assistant/7/1	9/13/2021
Goergens, Trevor	Lemon Crest	Child Development Assistant/7/1	10/1/2021
Greer, Jaimin	Lakeside Farms	Child Development Assistant/7/1	10/1/2021
Guerrero, Cindy	Lakeside Middle	Child Nutrition Assistant/7/6	9/20/2021
Henzie, Kristi	Lakeview	IA-I-SPED/9/1	9/28/2021
Higareda, Antonia	Lakeside Farms	IA-II-SPED/11/1	10/1/2021
Jones, Ashley	Lemon Crest	Child Development Assistant/7/1	10/1/2021
Lopez, Christell	Tierra Del Sol	Child Nutrition Assistant/7/3	10/1/2021
Marks, Kyla	Riverview	Campus Student Supervisor/7/1	10/1/2021
Masser, London	Lakeview	Child Development Assistant/7/1	10/1/2021
Menne, Savannah	Winter Gardens	Child Development Assistant/7/1	10/1/2021
Merriman, Amy	Lakeview	IA-II-SPED/11/7	9/27/2021
Pittman, Sarah	Lakeside Farms	Child Development Assistant/7/1	10/1/2021
Pollett, Ashley	Lemon Crest	Instructional Assistant/10/7	10/7/2021
Rodgers, Tracie	Transportation	School Bus Driver	10/11/2021
Ruiz, Hunter	Technology	Information Technology Specialist/23/1	10/1/2021
Shamis, Machel	Eucalyptus Hills	Child Nutrition Assistant/7/1	9/13/2021
Soto Rodriguez, Mariamaximena	Riverview	Instructional Assistant/10/1	9/27/2021
Stablein, Amanda	Riverview	Child Development Assistant/7/1	10/1/2021
Stevens, Samantha	Riverview	Child Development Assistant/7/1	10/1/2021
Tait, Serena	Lemon Crest	Child Development Assistant/7/1	10/1/2021
Vidrio, Sandra	Lakeside Farms	IA-I-SPED/9/1	9/27/2021
West, Kim	Lakeside Farms	Campus Student Supervisor/7/1	10/18/2021

Whitmore, Ashley	Lemon Crest	Child Development Assistant/7/1	10/1/2021
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I. Rehires:

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

J. Change of Status/Location:

Employee	Location	Position/Class/Step	Previous Monthly Salary	New Monthly Salary	Effective Date
Cable, Diana	Lemon Crest	IA-III-SPED/14/2	\$1,247.48	\$1,785.79	8/25/2021
Cortes, Arielle	Lindo Park	IA-II-SPED/11/1	\$1,257.09	\$1,600.92	9/1/2021
Gordon, Cassandra	Transportation	Van Driver/19/1	\$782.84	\$1,902.29	9/1/2021
Kingsbury, Lois	Transportation	Van Driver/19/1	\$1,691.41	\$2,429.98	9/1/2021
Kowalski, Brenda	LEAPP	IA-II-SPED/11/7	\$935.83	\$1,374.56	10/1/2021
Minden, Kim	Eucalyptus Hills	Instructional Assistant/10/7	\$1,341.49	\$1,602.96	10/1/2021

K. Return from Unpaid Leave:

Employee	Location	Position	Effective Date
Ridgley, Rose	Child Nutrition	Child Nutrition Assistant	11/01/2021

L. Resignations:

Employee	Location	Position	Reason	Effective Date
Aguiar, Sierra	Tierra Del Sol	IA-III-SPED	Employment	10/2/2021
Barker, Robin	LEAPP	IA-II-SPED	N/A	10/1/2021
Beard, Jody	Lakeside Farms	Child Development Assistant	N/A	9/24/2021
Calicura, Vickie	Lakeside Farms	IA-II-SPED	Health	9/30/2021
Gagnon, Carla	Lindo Park	Site Lead/ESS	Employment	10/16/21
Garcia, Erin	District Office	Assistant Supt of Business	Employment	9/22/2021
Nichol, Roberta	Transportation	School Bus Driver	Moving out of state	10/1/2021
Pym, Lauren	Tierra Del Sol	Child Development Assistant	N/A	9/1/2021
Raymond, Holly	Lakeside Middle	Child Development Assistant/	N/A	8/25/2021

Wieher, Hannah	Lakeview	Child Development Assistant	Employment	9/30/2021
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M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Step	Effective Date

N. Dismissals:

Employee	Location	Position	Effective Date

O. Short Term:

Employee	Title	Service to be Performed	Hourly Rate	Ending Date of Service	Total Maximum Hours*
To Be Hired	Covid Enrichment Instructional Assistant	Service to be Performed, " Under general supervision of the Principal performs paraprofessional instructional activities; reinforce instruction in academic, artistic and physical skills; may assume independent responsibility for specified paraprofessional duties, i.e., bilingual/bicultural activities; provide intensified learning experiences for students in assigned areas; perform a wide variety of clerical and supportive tasks for instructional personnel; assist classroom teachers and other certificated personnel in the performance of their duties and in the supervision of pupils and in instructional tasks, including in instructing reading, writing, and mathematics.	\$14.05 to \$17.92	Ending Date of Service Is "June 10, 2022, but shall not extend beyond 75 percent of the 2021-22 school year.	783 Hours

P. Short Term:

Employee	Title	Service to be Performed	Hourly Rate	Start Date of Service	Ending Date of Service ^{1*}
Burghart, Susan	COVID-19 Support Technician	The COVID-19 Support Technician attends to service oriented calls related to COVID-19, both from the public and district employees, supported with district-wide data entry related to COVID-19 and COVID-19 protocols.	\$15.97	9/21/2021	6/7/2021

* These short-term positions are employed for the following minimum number of assigned hours per day and days per week: Covid Support Tech: 5 days per week, 5.8 hours per day and Covid Support Clerk: 5 days per week, 5.8 hours per day.

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

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

New Job Description

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

Approval of the following job description: Bus Driver/Trainer/Dispatcher

Fiscal Impact (Cost):

N/A

Funding Source:

Recommended Action:

☐ **Informational**

☐ **Denial**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

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

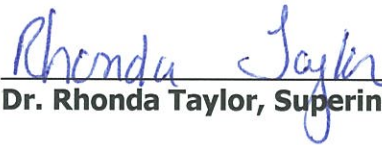
Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

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



Job Description

Title: Bus Driver/Trainer/Dispatcher	FLSA Status: Non-Exempt	Months: 12
Supervisor: Director, Maintenance, Operations, Transportation	Supervises: N/A	Range: 29
Department: Transportation	Bargaining Unit: Classified	Approved: 10/14/2021

JOB SUMMARY:

Under the direction of the Director, Maintenance, Operations, Transportation, serve as the lead bus driver and coordinate transportation routes; coordinate, organize, schedule, and provide training and guidance to School Bus Drivers and perform bus driving and related duties as assigned; coordinates and schedules the activities of the bus driver staff; evaluates driver performance for training purposes; maintains liaison with the School Bus Representative of the California Highway Patrol; oversees the maintenance of records pertaining to driver qualifications; assist the Transportation Supervisor in the daily operation of the Transportation Department; drive a school bus as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Serve as the Lead Bus Driver and provide training to School Bus Drivers and Van Drivers; coordinate routes and schedule and maintain surveillance of bus routes for hazards and road conditions; drive a school bus as needed.
- Dispatch regular and substitute School Bus Drivers and Van Drivers for performance of reliable, on-time pupil transportation service and ensure that assignments are covered and completed according to established procedures; assign drivers and substitutes according to qualifications.
- Develop routes and construct schedules for various transportation services as assigned; serve as responsible for service changes, requests and exceptions; modify schedules to support special programs, activities and changes in school calendars; review various schedules to ensure compliance with existing policies while providing opportunities for economies and consolidation.
- Receive, route, relay and respond to telephone calls pertaining to daily operations, deliveries, pick-ups and interruptions to services.
- Coordinate, organize, schedule, and conduct classroom, behind-the-wheel, and refresher training for new and experienced drivers.
- Oversees implementation of school bus evacuation program and drivers in evacuation procedures.
- Oversees preparation and maintenance of records required by the department, District, federal and state laws.
- Conduct and document classroom and on-the-road driving skills evaluation to ensure drivers' compliance with safety practices, District policies and State codes and regulations.
- Monitor field operations for safety and to identify areas for improvement and develop targeted training areas for improvement.
- Recruit driver trainees.
- Evaluate and document accidents, complaints, emergency situations and incidents involving District buses and vans and respond to staff and public concerns regarding operations safety.
- Maintains and oversees driver licensing, training requirements, and certificate status including driver's licenses, physicals, drug screenings, CPR/First Aid expirations, special certificates, medical card, driver proficiency records, tracks and records State-required in-service hours.
- Assist drivers in resolving problems and situations related to routes, traffic conditions, pupil related problems, non-deliverables, alternative addresses, emergencies and other contingencies.
- Prepare and maintain records and reports related to assigned activities.
- Make recommendations regarding the location of bus stops and initiate route changes as required.
- Serve as liaison to communicate with parents, transportation department and District staff to exchange information,

coordinate activities and resolve issues or concerns; serve as contact person for complaints regarding departmental service; confer with school principals and other officials in adopting transportation services.

- Operate a variety of office equipment including a copier, fax machine, computer and assigned software applications including but not limited to those used for routing, presentations and spreadsheet creation and maintenance.
- Administer basic first aid and CPR as needed.

OTHER DUTIES:

- Perform related duties as assigned.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. The work environment characteristics and physical demands described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Provisions of applicable state and federal laws, California Motor Vehicle Code, the Education Code and District policies applicable to the operation of vehicles in transporting school children.
- Applicable traffic and student transportation laws, codes and regulations including Title 13.
- Safe and defensive driving practices.
- Proper operations of school buses.
- Modern office practices, procedures and equipment.
- Methods, practices and procedures of planning and dispatching transportation vehicles.
- Principles and practices of instructional training.
- District boundaries, street conditions and roads on designated driving routes.
- Health and safety regulations.
- Basic first aid, CPR & AED procedures.
- Operation of a computer and assigned software.
- Telephone techniques and etiquette.
- Record-keeping techniques.
- Health and safety regulations.
- Interpersonal skills using tact, patience and courtesy.
- Oral and written communication and public speaking skills.

Skills/Ability to:

- Plan, coordinate and develop bus routes and schedules.
- Assign bus drivers to designated routes.
- Review routes and schedules to accommodate changes.
- Maintain a variety of records and reports related to assigned activities.
- Interpret, apply and explain laws, codes, rules and regulations related to assigned activities.
- Operate a variety of office equipment including a computer and applicable software.
- Observe legal and defensive driving practices.
- Plan and organize work.
- Answer telephones and greet the public courteously.
- Understand and resolve issues, complaints or problems.
- Meet schedules and timelines.
- Communicate effectively both orally and in writing.
- Schedule and conduct classroom and behind-the-wheel training programs for drivers and prospective drivers; read, interpret, apply and explain rules, regulations, policies and procedures.
- Plan, implement, and recommend enforcement procedures of a department safety program.
- Provide training and work guidance to others.
- Apply interpersonal skills which reflect tact, patience, and courtesy.
- Establish and maintain cooperative and effective working relationships with others.

Education and Experience:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities is:

- Graduation from high school or equivalent GED.
- Three years of experience driving a bus including responsibility for planning and scheduling bus routes.

Licenses, Certifications and other Requirements:

- Valid California Class "A" or Class "B" driver's license with a "P" endorsement.
- Valid School Bus Driver Instructor's permit with no limitations except for transit certificate.
- Valid California Class C driver's license.
- Valid School Bus Certificate issued by the California Highway Patrol.
- Valid medical certificate.
- Valid First Aid certification.
- Clear driving record for 5 years.
- Pre-employment drug screening.
- Pre-placement physical exam.
- Criminal justice/fingerprint clearance.
- Tuberculosis clearance.

WORKING CONDITIONS:**Work Environment:**

- Office/transportation yard/school bus environment.
- Seasonal heat and cold or adverse weather conditions.
- Exposure to fumes, dust, odors, oil/grease and gases.
- Driving a vehicle to conduct work.

Physical Demands:

- Sitting for extended periods of time while operating buses.
- Hearing and speaking to exchange information.
- Reaching, pulling and pushing to open bus doors.
- Bending at the waist, kneeling or crouching.
- Reaching overhead, above the shoulders or horizontally.
- Seeing to monitor passengers and operate a vehicle.
- Lifting, carrying, pushing or pulling adaptive equipment and students.

Hazards:

- Traffic hazards.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

Short Term Employment Agreement Interim Finance Director

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

Approval of the following Employment Agreement
Samantha Orahoad:

Fiscal Impact (Cost):

N/A

Funding Source:

Recommended Action:

☐ Informational

☐ Denial

☐ Discussion

☐ Ratification

☒ Approval

☐ Explanation: Click here to enter text.

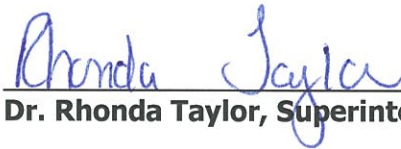
Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

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

SHORT-TERM EMPLOYMENT AGREEMENT

This Agreement for Short Term Employment (hereafter, "Agreement") is entered into by and between the Governing Board of the Lakeside Union School District of San Diego County, California (hereafter, "Board") and Samantha Orahoad (hereafter, "Interim Director of Finance").

WHEREAS, the permanent Director of Finance has accepted an interim assignment; and

WHEREAS, the Board has an immediate need to assist with the performance of the Director of Finance duties for a temporary period;

NOW THEREFORE, the Board and Interim Director of Finance agree to all of the terms and conditions of the short-term employment in the position of Interim/Short Term Interim Director of Finance set forth below.

1. Term

The Board hereby employs the Interim Director of Finance to temporarily perform the duties of Interim/Short-Term Director of Finance, beginning on September 20, 2021 through October 31, 2021, or upon the return to work of the permanent employee regularly assigned to Director of Finance position, whichever occurs first, except that this Agreement may be terminated by the Board, with or without cause, upon written notice to the Interim Director of Finance. This Agreement contains no promise of any kind regarding the length of employment of the Interim Director of Finance. This Agreement shall also serve as a Notice to Interim Director of Finance that she is being hired as a short-term employee consistent with Education Code section 45103.

2. Compensation

The Interim Director of Finance shall be compensated at Group 2, Range 32, Step 1, of the Classified Positions Management Salary Schedule at a daily rate of **\$413.55** for each full day worked during the above term, payable on the last day of each calendar month of service. Interim Director of Finance's daily compensation shall be subject to state and federal taxes and other payroll taxes. The Interim Director of Finance is a classified management employee who is exempt from overtime.

3. Benefits

The Interim Director of Finance shall continue to receive District-paid health, dental, vision, and other fringe benefits in the same manner and subject to the same limitations as other District classified employees. The Interim Director of Finance shall be covered by District insurance policies as an employee, to include workers' compensation, and shall be considered an employee for the purposes of any rights to defense and indemnification provided to public employees for acts and omissions within the scope of their employment.

4. Duties and Responsibilities

The Interim Director of Finance shall perform the duties of Interim/Short Term Technology Coordinator as prescribed by the job description. The Interim Director of Finance shall give her best services and faithfully perform and discharge all of her duties during the time period of this Agreement.

5. Termination of Agreement

This Agreement may be terminated by mutual consent; for convenience by the Board at any time; for cause upon prior written notice by the Board to the Interim Director of Finance; or for inability, incapacity, or unavailability of the Interim Director of Finance to perform the duties of the position specified in this Agreement. Should the Board terminate this Agreement for convenience, the Interim Director of Finance shall only receive payment for days actually worked under this Agreement.

6. Continuing Employment Rights

Upon termination of this Agreement pursuant to any of the provisions set forth in Paragraph 5, above, Interim Director of Finance shall have the right to return to her former position with the District as Account Technician - Various.

7. Provision Required By The Government Code

Regardless of the term of this Agreement or any other provision contained in it, Government Code section 53260 requires that every employment agreement include "a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary multiplied by the number of months remaining on the unexpired term of the contract. However, if the unexpired term of the contract is greater than twelve months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by twelve." The intent of this provision is only to satisfy the requirements in

Government Code section 53260-53264, and shall be interpreted consistently with these statutes. Should the Board terminate this Agreement for convenience, the Interim Director of Finance shall only receive payment for days actually worked under this Agreement. If the Interim Director of Finance is convicted of a crime involving the abuse of office or position, the Interim Director of Finance agrees that she shall fully reimburse the District for all of the following: (1) any paid leave paid by the District pending an investigation; (2) any funds paid by the District for the legal criminal defense of the Interim Director of Finance ; and (3) any cash settlement paid to Interim Director of Finance related to the termination of her employment. This provision expressly does not oblige the District to make any of these payments. The intent of this provision is to satisfy the requirements in Government Code sections 53243.1-53244, and shall be interpreted consistently with these statutes.

8. Miscellaneous Provisions

This Agreement contains the entire agreement and understanding between the parties. This Agreement is subject to the applicable laws of the State of California. This Agreement can be changed or modified only by a written document signed by both parties. If any term or provision of this Agreement is determined to be illegal by a court of competent jurisdiction, then such term or provision shall be severed from this Agreement, and the remaining terms and provisions shall be in full force and effect.

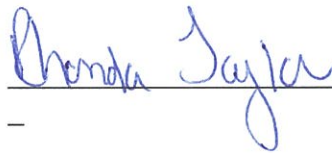
9. Ratification

The Interim Director of Finance and the Board agree that this Agreement is not binding or enforceable unless it is ratification by the Board in open session at a regular meeting of the Board.



Samantha Orahood

Interim/Short Term
Director of Finance



Ed.D.

Superintendent
Lakeside Union School District

Rhonda Taylor,

Date: _____

Date: _____

Ratified in an open session of the Governing Board on _____.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

Short Term Employment Agreement Interim Assistant Superintendent of Business

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

Approval of the following Employment Agreement
Shannon Johnston:

Fiscal Impact (Cost):

N/A

Funding Source:

Recommended Action:

☐ Informational

☐ Denial

☐ Discussion

☐ Ratification

☒ Approval

☐ Explanation: Click here to enter text.

Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

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

SHORT-TERM EMPLOYMENT AGREEMENT

This Agreement for Short Term Employment (hereafter, "Agreement") is entered into by and between the Governing Board of the Lakeside Union School District of San Diego County, California (hereafter, "Board") and Shannon Johnston (hereafter, "Interim Assistant Superintendent, Business Services").

WHEREAS, the permanent Assistant Superintendent, Business Services has given notice she anticipates resigning from her District employment and has accepted a position at another school district, subject to that district's board approval; and

WHEREAS, the Board has an immediate need to assist with the performance of the Assistant Superintendent, Business Services duties for a temporary period;

NOW THEREFORE, the Board and Interim Assistant Superintendent, Business Services agree to all of the terms and conditions of the temporary employment in the position of Interim/Short Term Assistant Superintendent, Business Services set forth below.

1. **Term**

The Board hereby employs the Interim Assistant Superintendent, Business Services to temporarily perform the duties of Interim/Short Term Assistant Superintendent, Business Services, beginning on September 20, 2021, through October 31, 2021, or upon the hiring of a permanent employee regularly assigned to the Assistant Superintendent's interim position, whichever occurs first, except that this Agreement may be terminated by the Board, with or without cause, upon written notice to the Interim Assistant Superintendent, Business Services. This Agreement contains no promise of any kind regarding the length of employment of the Interim Assistant Superintendent, Business Services. This Agreement shall also serve as a Notice to Interim Assistant Superintendent, Business Services that she is being hired as a short-term employee consistent with Education Code section 45113.

2. **Compensation**

The Interim Assistant Superintendent, Business Services shall be compensated at Group-Range 2-82, Step 1, of the Superintendent Salary Schedule at a daily rate of **\$652.34** for each full

day worked during the above term, payable on the last day of each calendar month of service. Interim Assistant Superintendent, Business Services' daily compensation shall be subject to state and federal taxes and other payroll taxes. The Interim Assistant Superintendent, Business Services is a classified senior management employee who is exempt from overtime.

3. Benefits

The Interim Assistant Superintendent, Business Services shall continue to receive District-paid health, dental, vision, and other fringe benefits in the same manner and subject to the same limitations as other District classified employees. The Interim Assistant Superintendent, Business Services shall be covered by District insurance policies as an employee, to include workers' compensation, and shall be considered an employee for the purposes of any rights to defense and indemnification provided to public employees for acts and omissions within the scope of their employment.

4. Duties and Responsibilities

The Interim Assistant Superintendent, Business Services shall perform the duties of Interim/Short Term Assistant Superintendent, Business Services as prescribed by the job description. The Interim Assistant Superintendent, Business Services shall give her best services and faithfully perform and discharge all of her duties during the time period of this Agreement.

5. Termination of Agreement

This Agreement may be terminated by mutual consent; for convenience by the Board at any time; for cause upon prior written notice by the Board to the Interim Assistant Superintendent, Business Services; or for inability, incapacity, or unavailability of the Interim Assistant Superintendent, Business Services to perform the duties of the position specified in this Agreement. Should the Board terminate this Agreement for convenience, the Interim Assistant Superintendent, Business Services shall only receive payment for days actually worked under this Agreement.

6. Continuing Employment Rights

Upon termination of this Agreement pursuant to any of the provisions set forth in Paragraph 5, above, Interim Assistant Superintendent, Business Services shall have the right to

return to her former position with the District as a Director of Finance.

7. Provision Required By The Government Code

Regardless of the term of this Agreement or any other provision contained in it, Government Code section 53260 requires that every employment agreement include “a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary multiplied by the number of months remaining on the unexpired term of the contract. However, if the unexpired term of the contract is greater than twelve months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by twelve.”

The intent of this provision is only to satisfy the requirements in Government Code section 53260-53264, and shall be interpreted consistently with these statutes. Should the Board terminate this Agreement for convenience, the Interim Assistant Superintendent, Business Services shall only receive payment for days actually worked under this Agreement. If the Interim Assistant Superintendent, Business Services is convicted of a crime involving the abuse of office or position, the Interim Assistant Superintendent, Business Services agrees that she shall fully reimburse the District for all of the following: (1) any paid leave paid by the District pending an investigation; (2) any funds paid by the District for the legal criminal defense of the Interim Assistant Superintendent, Business Services; and (3) any cash settlement paid to Interim Assistant Superintendent, Business Services related to the termination of her employment. This provision expressly does not oblige the District to make any of these payments. The intent of this provision is to satisfy the requirements in Government Code sections 53243.1-53244, and shall be interpreted consistently with these statutes.

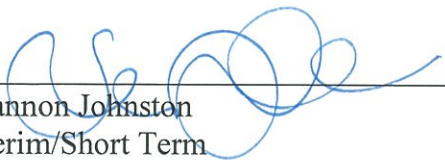
8. Miscellaneous Provisions

This Agreement contains the entire agreement and understanding between the parties. This Agreement is subject to the applicable laws of the State of California. This Agreement can be changed or modified only by a written document signed by both parties. If any term or provision of this Agreement is determined to be illegal by a court of competent jurisdiction, then such term or provision shall be severed from this Agreement, and the remaining terms and provisions shall be in

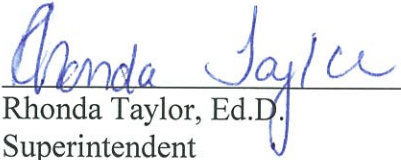
full force and effect.

9. Ratification

The Interim Assistant Superintendent, Business Services and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.



Shannon Johnston
Interim/Short Term
Assistant Superintendent, Business Services



Rhonda Taylor, Ed.D.
Superintendent
Lakeside Union School District

Date: 9/13/21

Date: _____

Ratified in an open session of the Governing Board on _____

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

COMMERCIAL WARRANT LISTING SHEET – for the period 9/01/2021 – 9/30/2021

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

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

Fiscal Impact (Cost):

\$1,435,297.41

Funding Source:

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:


Shannon Johnston, Interim Assistant Supt.


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

BOARD WARRANT REPORT

9/01/2021 - 9/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14814896	DOCUMENT TRACKING SERVICES	9/2/2021	V.2022-039 DOCUMENT TRACKING SVCS.	2,912.00
0100	14814897	ALLIED REFRIGERATION INC	9/2/2021	BLANKET FOR FISCAL YEAR 2021-2	45.86
0100	14814898	AT&T	9/2/2021	BLANKET FOR FISCAL YEAR 2021-2	2,416.67
0100	14814903	EAST PENN MFG CO	9/2/2021	BLANKET FOR FISCAL YEAR 2021-2	632.66
0100	14814904	GRAINGER	9/2/2021	BLANKET FOR FISCAL YEAR 2021-2	88.89
0100	14814905	IMPERIAL SPRINKLER SUPPLY, INC.	9/2/2021	BLANKET FOR FISCAL YEAR 2021-2	43.29
0100	14814906	JC EDUCATIONAL SERVICES	9/2/2021	CONTRACT V2022-029 - LEADERHIP	225.00
0100	14814908	LAKESIDE WATER DISTRICT	9/2/2021	BLANKET FOR FISCAL YEAR 2021-2	-
0100	14814909	LYNN'S LOCKSMITH SERVICE	9/2/2021	BLANKET FOR FISCAL YEAR 2021-2	92.48
0100	14814911	NTP, INC.	9/2/2021	BLANKET FOR FISCAL YEAR 2021-2	340.00
0100	14814912	NWEA	9/2/2021	V2022-007 MAP GROWTH K-12 YEAR	151,612.50
0100	14814913	OFFICE DEPOT, INC.	9/2/2021	BLANKET FOR 2021-22 FISCAL YEA	3.22
0100	14814916	SOUTHWEST SCHOOL & OFFICE SUPPLY	9/2/2021	KID BLUE DISPOSABLE FACE MASK,	3,662.42
0100	14814918	WAXIE SANITARY SUPPLY	9/2/2021	BLANKET FOR 2021-22 FISCAL YEA	6,027.86
0100	14815978	DBA LANELAW	9/7/2021	Attorney Fees	10,589.80
0100	14816817	DANNIS WOLIVER KELLEY	9/9/2021	V2022-006 BLANKET FOR 2021-22	8,921.00
0100	14817678	ASELTINE SCHOOL	9/13/2021	LINDER TUITION - BLANKET FOR F	1,360.44
0100	14817679	VILLA SANTA MARIA, INC.	9/13/2021	MENTAL HEALTH, ROOM & BOARD AN	32,828.62
0100	14818752	ACHIEVE3000	9/16/2021	INVOICE NO. 43077LF - YEAR 3 O	15,865.11
0100	14818753	APPLE INC.	9/16/2021	16-INCH MACBOOK PRO WITH TOUCH	4,748.85
0100	14818756	COPY CORRAL	9/16/2021	BLANKET FOR FISCAL YEAR 2021-2	104.73
0100	14818757	DEPARTMENT OF JUSTICE	9/16/2021	BLANKET FOR 2021-22 FISCAL YEA	784.00
0100	14818758	DION & SONS, INC.	9/16/2021	BLANKET FOR FISCAL YEAR 2021-2	3,306.35
0100	14818759	ESGI	9/16/2021	QUOTE NO. 927506 - ESGI 12-MON	7,560.00
0100	14818760	BANYAN TREE EDUCATIONAL SERVICES	9/16/2021	BLANKET FOR 2021-22 - TUITION	906.00
0100	14818761	EXPLORE LEARNING LLC	9/16/2021	EL ORDER NO. 00118827 - EXTEAC	3,275.00
0100	14818763	GOPHER SPORT	9/16/2021	MY PE SPORTS PACKS	235.14
0100	14818764	HOME DEPOT CREDIT SERVICES	9/16/2021	BLANKET FOR FISCAL YEAR 2021-2	1,815.83
0100	14818765	JUPITER ED, INC.	9/16/2021	INVOICE 25310 - JUPITER FOR UP	2,560.74
0100	14818766	LAKESIDE WATER DISTRICT	9/16/2021	BLANKET FOR FISCAL YEAR 2021-2	2,101.54
0100	14818767	LEADER SERVICES	9/16/2021	BLANKET FOR FISCAL YEAR 2021-2	1,578.16
0100	14818768	OFFICE DEPOT, INC.	9/16/2021	BLANKET FOR FISCAL YEAR 2021-2	1,128.83
0100	14818770	RIVERSIDE ASSESSMENTS, LLC	9/16/2021	COGAT FORM 7 ONLINE TESTING LE	8,365.00
0100	14818771	SCHOLASTIC CLASSROOM MAGAZINES	9/16/2021	INVOICE NO. M7121621 - SCHOLAS	2,984.52
0100	14818772	SOUTHWEST SCHOOL & OFFICE SUPPLY	9/16/2021	BLANKET FOR FISCAL YEAR 2021-2	302.68
0100	14818774	VERIZON WIRELESS	9/16/2021	BLANKET FOR FISCAL YEAR 2021-2	1,936.28
0100	14818775	WELLNESS TOGETHER INC.	9/16/2021	PUPIL SERVICES - V2021-065 BLA	16,612.44
0100	14820155	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	9/20/2021	BLANKET FOR FISCAL YEAR 2021-2	656.49
0100	14820156	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	9/20/2021	BLANKET FOR FISCAL YEAR 2021-2	163.88
0100	14820157	LAKESIDE WATER DISTRICT	9/20/2021	BLANKET FOR FISCAL YEAR 2021-2	1,253.59

BOARD WARRANT REPORT

9/01/2021 - 9/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14820158	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	9/20/2021	EVERYDAY MATH DIGITAL TEACHER	89,130.75
0100	14820160	SOUTHWEST SCHOOL & OFFICE SUPPLY	9/20/2021	BLANKET FOR FISCAL YEAR 2021-2	787.80
0100	14820161	SYCAMORE LANDFILL	9/20/2021	BLANKET FOR 2021-22 FISCAL YEA	430.73
0100	14821225	AMAZON CAPITAL SERVICES, INC.	9/23/2021	BLANKET FOR FISCAL YEAR 2021-2	798.39
0100	14821226	CALIFORNIA STATE TEACHERS	9/23/2021	CAL STRS	254,600.60
0100	14821227	CPM EDUCATIONAL PROGRAM	9/23/2021	QUOTE NO. 20210624-610674 COR	369.42
0100	14821230	DATTEL SYSTEMS INCORPORATED	9/23/2021	ONSSI SITE SERVER-16TB STORAGE	50,406.25
0100	14821232	DTSC	9/23/2021	INVOICE FOR EPA ID NUMBER VERI	3,007.50
0100	14821235	ERIN GARCIA	9/23/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE GENERAL FUND	1,593.81
0100	14821237	IDENT-A-KID SERVICES OF AMERICA, INC.	9/23/2021	6115 RENEWAL ENTERPRISE - 1 YE	4,140.00
0100	14821238	ILLUMINATE EDUCATION INC.	9/23/2021	EDUCLIMBER, SOFTWARE LICENSE	66,034.56
0100	14821239	NAT'L CTR FOR EDUCATION RESEARCH & TECH.	9/23/2021	INVOICE NO. 21-321 FALL 2021 L	495.00
0100	14821240	OFFICE DEPOT, INC.	9/23/2021	BLANKET FOR 2021-22 FISCAL YEA	296.03
0100	14821247	THE PRINT BUTTON	9/23/2021	ENGLISH LANGUAGE DEVELOPMENT F	42.24
0100	14821248	U.S. BANK EQUIPMENT FINANCE	9/23/2021	WG - BLANKET FOR FISCAL YEAR 2	171.36
0100	14821249	VPP INC.	9/23/2021	VPP36LANYARD - 36" ROPE LANYAR	1,470.00
0100	14821251	WELLS FARGO VENDOR FINANCIAL SERVICES	9/23/2021	BLANKET FOR FISCAL YEAR 2021-2	836.87
0100	14821252	XEROX CORPORATION	9/23/2021	BLANKET FOR 7/1/2021 TO 12/31/	2,478.30
0100	14822544	AMAZON CAPITAL SERVICES, INC.	9/27/2021	BLANKET FOR 2021-22 FISCAL YEA	1,746.52
0100	14822548	EDCO DISPOSAL CORPORATION	9/27/2021	BLANKET FOR 2021-22 FISCAL YEA	3,923.90
0100	14822552	DBA LANELAW	9/27/2021	Parent Reim	49,966.76
0100	14822554	NCS PEARSON, INC	9/27/2021	KABC-II NU COMPLETE KIT WITH N	4,663.05
0100	14822555	RAYNE OF SAN DIEGO	9/27/2021	BLANKET FOR FISCAL YEAR 2021-2	63.00
0100	14822556	SOUTHWEST SCHOOL & OFFICE SUPPLY	9/27/2021	BLANKET FOR FISCAL YEAR 2021-2	80.40
0100	14822558	SYCAMORE LANDFILL	9/27/2021	BLANKET FOR 2021-22 FISCAL YEA	154.27
0100	14822561	THE PRINT BUTTON	9/27/2021	BLANKET FOR FISCAL YEAR 2021-2	62.84
0100	14822562	XEROX CORPORATION	9/27/2021	BLANKET FOR 7/1/2021 TO 12/31/	131.12
0100	14823415	ALLIANCE FOR AFRICAN ASSISTANCE	9/30/2021	V2020-038 BLANKET FOR 2021-22	753.19
0100	14823417	D2G GROUP LLC	9/30/2021	DISPLAYS2GO INVOICE PSI1638492	1,324.45
0100	14823419	JOCELYN MCCULLOUGH	9/30/2021	V2022-049 BLANKET FOR 2021-22	674.24
0100	14823421	NEW DIRECTIONS SOLUTIONS, LLC	9/30/2021	V2022-044 BLANKET FOR THERAPY	10,880.00
0100	14823422	PRO-ED	9/30/2021	CARS-2 QUESTIONNAIRES FOR PARE	48.28
0100	Z0000253466	AMAZON CAPITAL SERVICES, INC.	9/23/2021	CREDITS TO CLOSE OUT 6/30/21	(398.38)
0100 Total				GENERAL	851,211.12
1200	14814907	LAKESHORE LEARNING MATERIALS	9/2/2021	BLANKET FOR 2021-22 FISCAL YEA	1,319.37
1200	14814908	LAKESIDE WATER DISTRICT	9/2/2021	BLANKET FOR FISCAL YEAR 2021-2	50.00
1200	14818758	DION & SONS, INC.	9/16/2021	BLANKET FOR 2021-22 FISCAL YEA	109.20
1200	14818764	HOME DEPOT CREDIT SERVICES	9/16/2021	BLANKET FOR 2021-22 FISCAL YEA	70.96

BOARD WARRANT REPORT

9/01/2021 - 9/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
1200	14818766	LAKESIDE WATER DISTRICT	9/16/2021	BLANKET FOR FISCAL YEAR 2021-2	53.41
1200	14821235	ERIN GARCIA	9/23/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE CHILD DEVELOPMENT FUND	3,529.31
1200	14821251	WELLS FARGO VENDOR FINANCIAL SERVICES	9/23/2021	2021-22 BLANKET FOR KYOCERA CO	106.82
1200	14822544	AMAZON CAPITAL SERVICES, INC.	9/27/2021	BLANKET FOR FISCAL YEAR 2021-2	3,085.55
1200	14822548	EDCO DISPOSAL CORPORATION	9/27/2021	BLANKET FOR 2021-22 FISCAL YEA	105.85
1200	Z0000253466	AMAZON CAPITAL SERVICES, INC.	9/23/2021	2021-22 INVOICES	99.02
1200	Z0000253466	AMAZON CAPITAL SERVICES, INC.	9/23/2021	AMAZON - Y/E ACCRUALS	20.43
1200 Total				CHILD DEVELOPMENT	8,549.92
1300	14814898	AT&T	9/2/2021	BLANKET FOR FISCAL YEAR 2021-2	15.57
1300	14814902	COUNTY BURNER & MACHINERY CORP	9/2/2021	BOILER INSPECTION - OEN BOILER	2,664.03
1300	14814917	TEMPERATURE DESIGN REFRIGERATION	9/2/2021	BLANKET FOR FISCAL YEAR 2021-2	1,220.07
1300	14815979	SMART & FINAL	9/7/2021	BLANKET FOR FISCAL YEAR 2021-2	18.49
1300	14818758	DION & SONS, INC.	9/16/2021	BLANKET FOR FISCAL YEAR 2021-2	438.02
1300	14818774	VERIZON WIRELESS	9/16/2021	BLANKET FOR FISCAL YEAR 2021-2	50.03
1300	14820153	ECONOMY RESTAURANT & SUPPLY CO	9/20/2021	CHEST FREEZER	1,198.31
1300	14821225	AMAZON CAPITAL SERVICES, INC.	9/23/2021	ACER MONITOR SB220Q	437.60
1300	14821229	CULLIGAN	9/23/2021	BLANKET FOR FISCAL YEAR 2021-2	51.13
1300	14821231	DOMINO'S PIZZA	9/23/2021	BLANKET FOR FISCAL YEAR 2021-2	6,052.38
1300	14821233	ECONOMY RESTAURANT & SUPPLY CO	9/23/2021	INVOICE NO. CC181815-1 - 5 TIE	253.21
1300	14821236	HOLLANDIA DAIRY	9/23/2021	BLANKET FOR FISCAL YEAR 2021-2	13,047.71
1300	14821241	PAYTON'S TRUE VALUE HARDWARE	9/23/2021	BLANKET FOR FISCAL YEAR 2021-2	11.83
1300	14821242	PRO-EDGE KNIFE	9/23/2021	BLANKET FOR FISCAL YEAR 2021-2	30.00
1300	14821244	SMART & FINAL	9/23/2021	BLANKET FOR FISCAL YEAR 2021-2	254.23
1300	14821246	TRIDENT BEVERAGE, INC.	9/23/2021	BLANKET FOR FISCAL YEAR 2021-2	1,760.00
1300	14821250	WAXIE SANITARY SUPPLY	9/23/2021	BLANKET FOR FISCAL YEAR 2021-2	305.60
1300	14821252	XEROX CORPORATION	9/23/2021	BLANKET FOR FISCAL YEAR 2021-2	38.88
1300	14822543	GHAZAL & SONS INC.	9/27/2021	BLANKET FOR FISCAL YEAR 2021-2	497.74
1300	14822544	AMAZON CAPITAL SERVICES, INC.	9/27/2021	BLANKET FOR FISCAL YEAR 2021-2	1,631.96
1300	14822547	CULLIGAN	9/27/2021	BLANKET FOR FISCAL YEAR 2021-2	3.99
1300	14822550	GOLD STAR FOODS INC	9/27/2021	BLANKET FOR FISCAL YEAR 2021-2	30,938.82
1300	14822553	INDIVIDUAL FOODSERVICE	9/27/2021	BLANKET FOR FISCAL YEAR 2021-2	1,570.15
1300	14822559	SYSCO FOODS SERVICES	9/27/2021	BLANKET FOR FISCAL YEAR 2021-2	2,451.31
1300	Z0000253466	AMAZON CAPITAL SERVICES, INC.	9/23/2021	2021-22 INVOICES	278.93
1300 Total				CAFETERIA	65,219.99
2139	14814899	BALFOUR BEATTY CONSTRUCTION LLC	9/2/2021	BLANKET PURCHASE ORDER FOR CM	116,754.36
2139	14814910	NATIONAL CONSTRUCTION RENTALS, INC.	9/2/2021	1ST WEEKLY SERVICE ON 8-STATIO	6,169.75
2139	14818754	BLUE COAST CONSULTING	9/16/2021	BLANKET PURCHASE ORDER FOR DSA	18,480.00
2139	14821228	COLBI TECHNOLOGIES, INC.	9/23/2021	PROPOSAL 365 - AA LICENSE ADD-	12,000.00
2139	14823416	ALPHA STUDIO DESIGN GROUP	9/30/2021	BLANKET PURCHASE ORDER FOR LAK	4,507.50

BOARD WARRANT REPORT

9/01/2021 - 9/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
2139	14823418	INTERPIPE CONTRACTING, INC.	9/30/2021	BLANKET FOR PLUMBING ON THE TI	8,911.20
2139	14823420	NEXGEN BUILDING GROUP, INC.	9/30/2021	MODERNIZATION MULTI-PURPOSE RO	119,961.49
2139	14823423	STUDIOWC	9/30/2021	TDS MPR MODERNIZATION	33,954.98
2139	14823424	SOUTHWEST CONSTRUCTION SERVICES	9/30/2021	BLANKET FOR FOR FINISHES ON TH	38,746.51
2139 Total				BOND	359,485.79
2519	000848	PACIFIC MOBILE STRUCTURES, INC.	9/7/2021	BLANKET FOR FISCAL YEAR 2021-2	770.42
2519 Total				CAPITAL FACILITIES	770.42
6200	14814915	SHOUTPOINT, INC.	9/2/2021	SHOUTPOINT	816.25
6200	14820154	IMAGINATION STATION, INC.	9/20/2021	ISTATION	1,392.00
6200	14820159	SAN DIEGO ASPHALT RECYCLING CENTER, INC.	9/20/2021	SD ASPHALT & RECYCLING CTR	39,542.15
6200	14820162	U.S. BANK CORPORATE PYMT SYS	9/20/2021	U.S. BANK - BARONA	6,659.38
6200	14821245	STUDIES WEEKLY, INC.	9/23/2021	STUDIES WEEKLY	137.06
6200	14822549	FRANKLIN COVEY	9/27/2021	CONSULTANT SVCS. + DISCOUNT	8,691.73
6200	14822557	STAPLES, INC.	9/27/2021	STAPLES BUSINESS CREDIT	140.06
6200 Total				BARONA CHARTER	57,378.63
6201	000975	ARBITERPAY TRUST ACCOUNT	9/27/2021	REFEREE FEES	3,163.00
6201	14814898	AT&T	9/2/2021	8/30/21 - CHANGE ORDER TO ADD	80.95
6201	14814900	CDW GOVERNMENT, INC.	9/2/2021	BLANKET FOR FISCAL YEAR 2021-2	65,538.81
6201	14814901	THE COLLEGE BOARD PUBLICATIONS	9/2/2021	USED AP EXAMS	3,870.00
6201	14814914	PURCHASE POWER	9/2/2021	BLANKET FOR FISCAL YEAR 2021-2	49.74
6201	14814919	XEROX FINANCIAL SERVICES, LLC	9/2/2021	BLANKET FOR FISCAL YEAR 2021-2	1,402.04
6201	14818750	AARDVARK ANT & PEST CONTROL, INC	9/16/2021	FLEE SERVICE	604.00
6201	14818751	ACCREDITING COMMISSION FOR SCHOOLS	9/16/2021	ANNUAL ACCREDITATION MEMBERSHI	1,100.00
6201	14818755	CDW GOVERNMENT, INC.	9/16/2021	BLANKET FOR FISCAL YEAR 2021-2	6,831.35
6201	14818762	FRONTIER CONFERENCE ATHLETIC ASSOCIATION	9/16/2021	FRONTIER CONFERENCE SHARED TRA	352.95
6201	14818764	HOME DEPOT CREDIT SERVICES	9/16/2021	BLANKET FOR FISCAL YEAR 2021-2	2,693.86
6201	14818766	LAKESIDE WATER DISTRICT	9/16/2021	9/1/2021 CHANGE ORDER TO INCRE	47.00
6201	14818769	PARENTSQUARE, INC.	9/16/2021	ANNUAL SUBSCRIPTION FEE	3,500.00
6201	14818773	TEXTBOOK WAREHOUSE LLC	9/16/2021	BLANKET FOR THE SCHOOL YEAR 20	407.08
6201	14818776	WILKINSON HADLEY KING & CO LLP	9/16/2021	PREPARATION 2019 BTAX RETURNS	1,000.00
6201	14821234	EXPLORE LEARNING LLC	9/23/2021	GIZMOS TEACHER LICENSE FOR MR.	875.00
6201	14821243	SECURE BY DESIGN	9/23/2021	NINITE PRO 1 YEAR	240.00
6201	14822548	EDCO DISPOSAL CORPORATION	9/27/2021	8/10/21 - CHANGE ORDER TO INCR	201.36
6201	14822560	TEXTBOOK WAREHOUSE LLC	9/27/2021	BLANKET FOR THE SCHOOL YEAR 20	724.40
6201 Total				RIVER VALLEY CHARTER	92,681.54
				GRAND TOTAL	1,435,297.41

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/2021

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):

11,297.14

Funding Source:

GENERAL FUND, DONATION ACCOUNTS, ETC.

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.

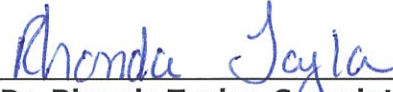
☐ **Adoption**

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Shannon Johnston, Interim Assistant Supt.


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member



Lakeside Union School District
Revolving Cash Register
September 2021

Date	Num	Name	Memo/Description	Amount
09/03/2021	39395	Katie Root	Voided - Refund Of H, C, and R Root 's - ESS Fees For Lakeside Farms.	0.00
09/02/2021	39396	Ricki Valentine	Refund Of: K Valentine's - ESS Fees For Lakeview.	-308.00
09/02/2021	39397	Tracie Rodgers	Refund Of C. Smith's LEAPP School Fees.	-230.00
09/02/2021	39398	Katie Root	Refund Of H, C, and R Root 's - ESS Fees For Lakeside Farms.	-453.60
09/08/2021	39399	Kim Messina	Replace Overage Checks #39059, 39062, 39069	-1,317.69
09/08/2021	39400	Katie Corson	Overage Check # 39065	-225.00
09/08/2021	39401	Patricia Gatzman	August 2021 Payroll - ACH Account Closed Prior To Payroll.	-553.48
09/08/2021	39402	Kristina Newstead	Refund Of G. Nickles's ESS Fees For Winter Gardens.	-460.00
09/10/2021	39403	Evelynn Gaeta	August 2021 Payroll - Check Was Lost In The Mail.	-510.69
09/13/2021	39404	Heather Barrett Warner	August 2021 Payroll - Check Was Lost In The Mail.	-979.87
09/14/2021	39405	Stephanie Hurtado	Voided - Refund Of ESS Fees For D and J Kenzevich.	0.00
09/14/2021	39406	Heather Bush	Vital Source - The Common Core Companion.	-35.95
09/14/2021	39407	Brandy DeLyser	Dollar Tree, Target, Michaels, Lakeshore Learning - Monster Truck, Crayons, Notebook, Borders, Cardstock, Mini Dots.	-223.07
09/14/2021	39408	Kristina Espley	Refund Of T. Espley's School Lunch Account.	-42.00
09/14/2021	39409	Corie Flynn	Target - (13) Colored Pencils, (5) Folders, (7) Com. Books, (3) Glue Sticks, (1) Supplies Bag.	-21.05
09/14/2021	39410	Marissa Frost	Walmart, Lakeshore Learning, TPT, Ross - Class Plant, Math About Me, Collaborative Puzzle, Floor Pillow, Rug, Black Letters, Ocean Paper, Welcome Sign.	-104.14
09/14/2021	39411	Bridget Gambardella	Office Depot - Office Supplies - Epson Dual, Colored Paper, Labels Albertsons - Breakfast & Popsicles.	-265.62
09/14/2021	39412	Monica Gries	Lakeshore Learning - (8) Classroom Posters.	-29.22
09/14/2021	39413	Sarah Grosskreutz	Walmart - Double Tick, White Label, Target - Sharpie, Folders, Erases, Markers, Index Card, Highlighters.	-121.97
09/14/2021	39414	Tara Guevara	Dollar Tree - (36) Baskets For LMS Snack Bar.	-38.97
09/14/2021	39415	Tifani Gunn	Lakeshore Learning - Misc. Ed Supplies- Storytelling Lapboard, Apple Stickers, Wobble Cushions, Giant Washable Ink Pads.	-368.66
09/14/2021	39416	Kelly Landers	Refund Of B. Landers School Lunch Account.	-9.50
09/14/2021	39417	Brad Lappin	Staples - Supplies For Class - (30) Comp Books, Stickies 3X3, Post-Its 3X3.	-82.00
09/14/2021	39418	Jennifer Martignetti	Dollar Tree, Lakeshore Learning, Target - Organizer File, Manilla Folders, Markers, Colored Pencils, Highlighters, Bday Badge.	-90.20

Lakeside Union School District
Revolving Cash Register
September 2021

Date	Num	Name	Memo/Description	Amount
09/14/2021	39419	Kim Minden	Office Supplies - Computer Mouse, Desk Drawer Organizer, Glue, Correction Fluid, Pens, Index Cards.	-41.65
09/14/2021	39420	Meghan Morgan	Refund Of M. Medeiros School Lunch Account.	-40.00
09/14/2021	39421	Jana Paper	Office Supplies - Computer Mouse, Desk Drawer Organizer, Glue, Correction Fluid, Pens, Index Cards.	-157.11
09/14/2021	39422	Denise Purgason	Lakeshore, Walmart, Hobby Lobby - Notebooks, Markers, Crayons, Crafts, Good Readers, Speech Bubbles Accents, Scented Stamps.	-180.15
09/14/2021	39423	Rachel Radcliff	Dollar Tree (22) Pencil Boxes.	-23.87
09/14/2021	39424	Karen Saake	Office Depot & Target - Binder, Expo Markers, Expo Cleaner, (2) 24 ct Pencils, Mult-Post Its, (2) Markers, Colored Pencils.	-83.88
09/14/2021	39425	Patricia Smith	Teachers Pay Teachers - Social Studies Supplement.	-25.00
09/14/2021	39426	Jerika Soule	Refund Of A. & E. School Lunch Accounts.	-42.00
09/14/2021	39427	Elizabeth Upchurch	Dollar Tree & Walmart - Student & Classroom Supplies - Highlighters, Dry Erase, Pop Up Notes, Notebooks, Crayons.	-113.71
09/14/2021	39428	Ramona Yakes	Barnes & Noble - Niagra Falls, Or Does It? (Hank Zipper Series #1)	-90.38
09/15/2021	39429	Andrew W Cable	July 2021 Payroll - Summer School Sub Rate Was Incorrect.	-769.50
09/15/2021	39430	Hannah Cuevas	Refund Of E. Cuevas LMS ESS Fees.	-300.00
09/15/2021	39431	Casey Forsberg	Refund Of G. & L. Forsberg's School Lunch Account.	-62.00
09/15/2021	39432	Melissa Hines	Overage Warrant - Dated February 26, 2021.	-541.93
09/15/2021	39433	Sophia Morton	Overage Warrant - Dated February 26, 2021.	-129.29
09/16/2021	39434	Meghan O'brien	Refund Of S. Fishbeck's ESS Fees For LMS.	-150.00
09/21/2021	39435	Stephanie Hurtado	Refund Of ESS Fees For D and J Kenzevich.	-625.00
09/21/2021	39436	Gabrielle Ellis	Refund Of P. and E. Ellis' ESS Fees.	-615.00
09/30/2021	39437	Shelby Morlas	September 2021 Payroll - For August 2021 Time That Wasn't Never Entered.	-835.99
				<u>-\$ 11,297.14</u>

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

Ratification of P Card expenditure transactions for the month of August 2021.

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 August 2021.

Fiscal Impact (Cost):

\$14,186.71

Funding Source:

General Fund Total: \$11,593.05, Child Development Fund Total: \$2,085.37, Child Nutrition Fund Total: \$508.29

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.](#)

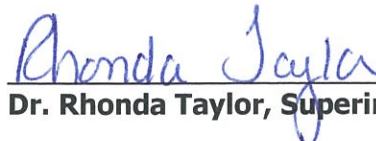
☐ **Adoption**

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Shannon Johnston, Interim Assistant Supt.


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member



AUGUST 2021 MISSION FEDERAL P-CARD LEDGER

ACCT NAME	POST DATE	AMT	MERCHANT NAME	FIN.ACCOUNTING CODE	FIN.EXPENSE DESCRIPTION
ARNOLD,STACI	08/24/2021	\$ 139.00	SMORE.COM	0100 0952100 1110 1000 5800000 368150	ELECTRONIC PARENT NEWSLETTER TEMPLATE
		\$ 139.00		0100 0952100 1110 1000 5800000 368150	
ARNOLD,STACI	08/17/2021	\$ 117.46	EINSTEIN BROS-ONLINE C	0100 1100000 0000 2700 4300000 368150	BAGELS FOR FIRST STAFF MEETING
	08/16/2021	\$ 132.26	SMART AND FINAL 930	0100 1100000 0000 2700 4300000 368150	FRUIT, COOKIES, WATERS FOR OUR FIRST STAFF MEETING
		\$ 249.72		0100 1100000 0000 2700 4300000 368150	
ARNOLD,STACI	08/13/2021	\$ 53.85	STARBUCKS STORE 10260	0100 0000000 0000 7200 4300000 189 630	COFFEE FOR ED SERVICES
	08/10/2021	\$ 26.47	SMART AND FINAL 930	0100 0000000 0000 7200 4300000 189 630	SNACKS FOR ED SERVICES
		\$ 80.32		0100 0000000 0000 2700 4300000 189 630	
BEISIGL,BRIAN	08/19/2021	\$ 339.65	THE HOME DEPOT #0673	2139 9010754 0000 8500 6200076 018 670	BOND PROJECT-LINDO PARK REWIRING
	08/19/2021	\$ 324.88	THE HOME DEPOT #1848	2139 9010754 0000 8500 6200076 018 670	BOND PROJECT-LINDO PARK REWIRING
		\$ 664.53		2139 9010754 0000 8500 6200076 018 670	
BEISIGL,BRIAN	08/04/2021	\$ 501.99	AMAZON WEB SERVICES	0100 0000000 0000 7700 5800000 189 730	WEB CLOUD HOSTING SERVICES
		\$ 501.99		0100 0000000 0000 7700 5800000 189 730	
BOWMAN,ROBYN	08/29/2021	\$ 56.46	ALBERTSONS #0738	1200-6105000-0001-1000-4300000-376-205	ICE CREAM, CHEESE, & YOGURT
	08/26/2021	\$ 556.29	SAMSCLUB #6235	1200-6105000-0001-1000-4300000-376-205	MISC SUPPLIES INCLUDING PAPER GOODS, CLEANING SUPPLIES, SNACKS
	08/19/2021	\$ 7.71	ALBERTSONS #0738	1200-6105000-0001-1000-4300000-376-205	SPOONS FOR SNACK
	08/19/2021	\$ 18.52	99 CENTS ONLY STORES #	1200-6105000-0001-1000-4300000-376-205	STORAGE BAGS
	08/17/2021	\$ (21.55)	WWW COSTCO COM	1200-6105000-0001-1000-4300000-376-205	PRICE CHANGE AUTOMATIC ADJUSTMENT (CREDIT)
	08/12/2021	\$ 450.39	THE HOME DEPOT #0673	1200-6105000-0001-1000-4300000-376-205	PLAYGROUND SAND
	08/06/2021	\$ 53.94	WM SUPERCENTER #2253	1200-6105000-0001-1000-4300000-376-205	MISC PAPER GOODS
	08/02/2021	\$ 172.39	WWW COSTCO COM	1200-6105000-0001-1000-4300000-376-205	PRESSURE WASHER FOR SITE DISINFECTION
		\$ 1,294.15		1200-6105000-0001-1000-4300000-376-205	
BOWMAN,ROBYN	08/20/2021	\$ 5.00	CORODATA SHREDDING INC	1200-6105000-0001-1000-5800000-376-205	DOCUMENT SHREDDING
	08/09/2021	\$ 39.00	CORODATA SHREDDING INC	1200-6105000-0001-1000-5800000-376-205	DOCUMENT SHREDDING
		\$ 44.00		1200-6105000-0001-1000-5800000-376-205	
BOWMAN,ROBYN	08/04/2021	\$ 21.94	ALBERTSONS #0738	1200-9010260-0001-1000-4300000-082-205	SNACK ITEMS
		\$ 21.94		1200-9010260-0001-1000-4300000-082-205	
COX, GRACE	8/12/21	\$ 445.50	ROCHESTER 100 INC	0100 0300675 1110 1000 4300000 384 190	BLUE HOMEWORK FOLDERS FOR K-4
	8/12/21	\$ 594.00	ROCHESTER 100 INC	0100 0300675 1110 1000 4300000 384 190	BLUE HOMEWORK FOLDERS FOR K-4
		\$ 1,039.50		0100 0300675 1110 1000 4300000 384 190	
COX, GRACE	8/13/21	\$ 188.66	IN *BURRIS COMPUTER FO	0100 0952100 0000 2700 4300000 384 190	PICK UP SYSTEM FOR PARENTS AND STAFF, CAR HANGERS WITH CODES
		\$ 188.66		0100 0952100 0000 2700 4300000 384 190	
COX, GRACE	8/18/21	\$ 166.00	LAMINATION DEPOT INC	0100 1100000 0000 2700 4300000 384 190	LAMINATOR ROLLS
		\$ 166.00		0100 1100000 0000 2700 4300000 384 190	
COX, GRACE	8/31/21	\$ 149.00	SMORE.COM	0100 1100000 0000 2700 5800092 384 190	SCHOOL NEWSLETTER SOFTWARE
	8/31/21	\$ 119.00	JARVIS - CONVERSION	0100 1100000 0000 2700 5800092 384 190	SCHOOL ADVERTISING SOFTWARE
		\$ 268.00		0100 1100000 0000 2700 5800092 384 190	
DEROSIER,LISA A	08/19/2021	\$ 9.74	TLF*ALLENS FLOWERS AND	0100 0000000 0000 7200 4300000 189 610	FLOWERS FOR FIRST DAY OF SCHOOL
	08/18/2021	\$ 53.05	TLF*ALLENS FLOWERS AND	0100 0000000 0000 7200 4300000 189 610	FLOWERS FOR FIRST DAY OF SCHOOL AT ALL SITES
	08/08/2021	\$ 20.64	ALBERTSONS #0758	0100 0000000 0000 7200 4300000 189 610	REFRESHMENTS FOR PRINCIPAL'S RETREAT.
	08/08/2021	\$ 22.84	GREEK CHICKEN	0100 0000000 0000 7200 4300000 189 610	LUNCH FOR PRINCIPAL'S RETREAT
	08/06/2021	\$ 203.70	GREEK CHICKEN	0100 0000000 0000 7200 4300000 189 610	LUNCH FOR PRINCIPAL'S RETREAT
		\$ 309.97		0100 0000000 0000 7200 4300000 189 610	
DEROSIER,LISA A	08/13/2021	\$ 684.00	CSBA.ORG	0100 0000000 0000 7100 5200000 189 610	CSBA ANNUAL CONFERENCE REGISTRATION FOR A HAYES
	08/13/2021	\$ 595.00	CSBA.ORG	0100 0000000 0000 7100 5200000 189 610	CSBA ANNUAL CONFERENCE REGISTRATION FOR H. FERRANTE
		\$ 1,279.00		0100 0000000 0000 7100 5200000 189 610	
GARCIA, ERIN	8/18/21	\$ 7.95	USPS PO 0541460040	0100 0000000 0000 7200 5900010 189 670	POSTAGE FOR PAYMENT TO APPLE
		\$ 7.95		0100 0000000 0000 7200 5900010 189 670	
GILBERT,KELLY	08/26/2021	\$ 144.00	ROCHESTER 100 INC.	01001100000 1110 1000 4300000 335 130	SCHOOL TO HOME COMMUNICATION FOLDERS
		\$ 144.00		01001100000 1110 1000 4300000 335 130	
GREEN,TESSA	08/11/2021	\$ 50.51	SMART AND FINAL 929	0100-0300601-0000-2700-4300000-376-170	AUGUST 10 AND 11 PD DAY AT LEMON CRESTAGENGDA INCLUDED
		\$ 50.51		0100-0300601-0000-2700-4300000-376-170	
GREEN,TESSA	08/18/2021	\$ 103.44	DOLLAR TREE	0100-0300675-1110-1000-4300000-376 170	PENCILS BOXES FOR STUDENTS
	08/18/2021	\$ 129.30	DOLLARTREE	0100-0300675-1110-1000-4300000-376 170	PENCILS BOXES FOR STUDENTS

AUGUST 2021 MISSION FEDERAL P-CARD LEDGER

ACCT NAME	POST DATE	AMT	MERCHANT NAME	FIN.ACCOUNTING CODE	FIN.EXPENSE DESCRIPTION
		\$ 232.74			0100-0300675-1110-1000-4300000-376 170
HARDIMAN,LESLIE	08/19/2021	\$ 25.00	TEACHERSPAYTEACHERS.CO	0100 1100000 1110 1000 4300000 047 270	SUPPLIES FOR TEACHERS
	08/15/2021	\$ 38.79	DOLLAR TREE	0100 1100000 1110 1000 4300000 047 270	SUPPLIES FOR TEACHERS
		\$ 63.79			0100 1100000 1110 1000 4300000 047 270
HARDIMAN,LESLIE	08/04/2021	\$ 918.03	PROJECT LEAD THE WAY,	0100 0952100 1110 1000 4300000 047 270	CLASS SUPPLIES
		\$ 918.03			0100 0952100 1110 1000 4300000 047 270
KEIPER,KEITH	08/18/2021	\$ 12.91	ALBERTSONS #0738	0100 0300616 0000 2700 4300000 092 230	ICE FOR ALL STAFF BACK TO SCHOOL MEETING
	08/18/2021	\$ 53.85	STARBUCKS STORE 15511	0100 0300616 0000 2700 4300000 092 230	COFFEE FOR ALL STAFF BACK TO SCHOOL MEETING
		\$ 66.76			0100 0300616 0000 2700 4300000 092 230
KEIPER,KEITH	08/26/2021	\$ 16.60	BARNES&NOBLE.COM-BN	0100 3010000 1110 1000 5200010 092 230	BOOK TO GO WITH TEACHING NEW CURRICULUM, EL ED. MODULE 1
KEIPER,KEITH	08/25/2021	\$ 100.00	PAYPAL *EL EDUCAT	0100 3010000 1110 1000 5200010 092 230	EL EDUCATION - ONLINE TRAINING COURSE NEW CURRICULUM EXPEDITIONARY LEARNING K. BRANNON
KEIPER,KEITH	08/22/2021	\$ 100.00	PAYPAL *EL EDUCAT	0100 3010000 1110 1000 5200010 092 230	EL EDUCATION - ONLINE TRAINING COURSE NEW CURRICULUM EXPEDITIONARY LEARNING G. PEREZ
KEIPER,KEITH	08/22/2021	\$ 100.00	PAYPAL *EL EDUCAT	0100 3010000 1110 1000 5200010 092 230	EL EDUCATION - ONLINE TRAINING COURSE NEW CURRICULUM EXPEDITIONARY LEARNING L. BROWN
KEIPER,KEITH	08/12/2021	\$ 100.00	PAYPAL *EL EDUCAT	0100 3010000 1110 1000 5200010 092 230	EL EDUCATION - ONLINE TRAINING COURSE NEW CURRICULUM EXPEDITIONARY LEARNING J. PAPER
KEIPER,KEITH	08/11/2021	\$ 100.00	PAYPAL *EL EDUCAT	0100 3010000 1110 1000 5200010 092 230	EL EDUCATION - ONLINE TRAINING COURSE NEW CURRICULUM EXPEDITIONARY LEARNING K. KEIPER
		\$ 516.60			0100 3010000 1110 1000 5200010 092 230
MURPHY,JERRED C	08/25/2021	\$ 65.39	HAWTHORNE COUNTRY STOR	1200-9010200-8500-5000-4300000-781-205	PROPANE REFILL FOR BBQ'S
	08/13/2021	\$ 74.13	WAL-MART #2253	1200-9010200-8500-5000-4300000-781-205	SUNSCREEN FOR CAMPERS
	08/12/2021	\$ 124.49	SMART AND FINAL 930	1200-9010200-8500-5000-4300000-781-205	MISC SUPPLIES FOR SUMMER CAMP SNACKS AND COOKING CLUB
	08/06/2021	\$ 24.54	GARDEN FARMS #2	1200-9010200-8500-5000-4300000-781-205	WATERMELON FOR SUMMER CAMP SNACK
	08/06/2021	\$ 160.22	SMART AND FINAL 930	1200-9010200-8500-5000-4300000-781-205	MISC SUPPLIES FOR CAMP SNACKS AND COOKING CLUBS
	08/05/2021	\$ 342.45	SAMS CLUB #6235	1200-9010200-8500-5000-4300000-781-205	MISC SUPPLIES FOR SUMMER CAMP LUNCHES AND COOKING CLUBS
		\$ 791.22			1200-9010200-8500-5000-4300000-781-205
OWENS,TODD	08/13/2021	\$ 96.98	COPY CORRAL	0100 8150000 0000 8100 5800000 189 710	LF, TDS & LP SITE POSTERS
		\$ 96.98			0100 8150000 0000 8100 5800000 189 710
OWENS,TODD	08/12/2021	\$ 65.04	ROBERT BROOKE & ASSOCI	0100 8150000 0000 8100 4300000 189 710	TDS LOCKER REPAIR PARTS
	08/09/2021	\$ 303.41	AMERICAN BACKFLOW SPEC	0100 8150000 0000 8100 4300000 189 710	LP BACKFLOW REPAIR PARTS
	08/05/2021	\$ 701.11	THOMPSON BUILDING MATE	0100 8150000 0000 8100 4300000 189 710	CHILD NUTRITION BREAK ROOM DOOR
		\$ 1,069.56			0100 8150000 0000 8100 4300000 189 710
REED,KIM	08/03/2021	\$ 79.00	PAYPAL *AALRR	0100 0000000 0000 7200 5200010 189 630	INDEPENDENT STUDY WEBINAR FOR KELLY GILBERT
		\$ 79.00			0100 0000000 0000 7200 5200010 189 630
REED,KIM	08/09/2021	\$ 36.96	ASCD	0100 0000000 0000 7200 4300000 189 630	"THE MINIMALIST TEACHER" BOOK
		\$ 36.96			0100 0000000 0000 7200 4300000 189 630
REED,KIM	08/15/2021	\$ 595.00	CSBA.ORG	0100 0000000 0000 7200 5200010 189 630	2021 ANNUAL EDUCATION CONFERENCE
		\$ 595.00			0100 0000000 0000 7200 5200010 189 630
ROSA,JIM	08/26/2021	\$ 161.61	DICKSPORTINGGOODS.COM	0100-0000000-1110-1000-4300000-343-110	SOCCER GOAL NETS/SPORTS EQUIPMENT
	08/26/2021	\$ 161.61	DICKSPORTINGGOODS.COM	0100-0000000-1110-1000-4300000-343-110	SOCCER GOAL NETS/SPORTS EQUIPMENT
		\$ 323.22			0100-0000000-1110-1000-4300000-343-110
ROSA,JIM	08/25/2021	\$ 114.32	HARBOR FREIGHT TOOLS	0100-1100000-1110-1000-4300000-343-110	NOISE CANCELLING HEADPHONES FOR SDC CLASSES
		\$ 114.32			0100-1100000-1110-1000-4300000-343-110
ROSA,JIM	08/12/2021	\$ 199.00	PAYPAL *AALRR	0100-1100000-1110-1000-5200010-343-110	SECTION 504 CONFERENCE/TRAINING FOR JIM ROSA
		\$ 199.00			0100-1100000-1110-1000-5200010-343-110
TAYLOR,RHONDA L	08/15/2021	\$ 399.00	CSBA.ORG	0100 0000000 0000 7100 5200010 189 610	CSBA ANNUAL CONFERENCE REGISTRATION - D WHISMAN
	08/15/2021	\$ 595.00	CSBA.ORG	0100 0000000 0000 7100 5200010 189 610	CSBA ANNUAL CONFERENCE REGISTRATION - L HOEFER MOIR
	08/13/2021	\$ 595.00	CSBA.ORG	0100 0000000 0000 7100 5200010 189 610	CSBA ANNUAL CONFERENCE REGISTRATION - R TAYLOR
		\$ 1,589.00			0100 0000000 0000 7100 5200010 189 610
THOMAS,AMANDA	08/18/2021	\$ 92.46	EINSTEIN BROS-ONLINE C	1300 0300638 0000 3700 4700000 189 770	BAGELS, CREAM CHEESE AND COFFEE FOR STAFF MEETING
	08/18/2021	\$ 184.38	PANERA BREAD #204874 O	1300 0300638 0000 3700 4700000 189 770	SANDICHES FOR STAFF MEETING
	08/15/2021	\$ 51.45	EINSTEIN BROS-ONLINE C	1300 0300638 0000 3700 4700000 189 770	BAGELS, CREAM CHEESE AND COFFEE FOR STAFF MEETING

AUGUST 2021 MISSION FEDERAL P-CARD LEDGER					
ACCT NAME	POST DATE	AMT	MERCHANT NAME	FIN.ACCOUNTING CODE	FIN.EXPENSE DESCRIPTION
		\$ 328.29		1300 0300638 0000 3700 4700000 189 770	
THOMAS,AMANDA	08/29/2021	\$ 108.00	NTLREST SERVSAFE	1300 5310000 0000 3700 5800000 189 770	SERVESAFE MATRIAL FOR TESTING X 3
	08/17/2021	\$ 36.00	NTLREST SERVSAFE	1300 5310000 0000 3700 5800000 189 770	SERVESAFE TESTING MATERIAL X 1
	08/17/2021	\$ 36.00	NTLREST SERVSAFE	1300 5310000 0000 3700 5800000 189 770	SERVESAFE MATERIAL FOR TESTING X 1
		\$ 180.00		1300 5310000 0000 3700 5800000 189 770	
WINSPEAR,NATALIE	08/15/2021	\$ 537.00	PAYPAL *AALRR	0100-0980000-1110-1000-5200010-189 620	504 TRAINING - K. SUTTON, N. WINSPEAR & P. MACIAS-GONZALEZ
		\$ 537.00		0100-0980000-1110-1000-5200010-189 620	
		\$ 14,186.71			

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

Ratification of Purchase Orders and Change Orders Listing (September 1, 2021 to September 30, 2021)

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 September 1, 2021 to September 30, 2021 is attached.

Fiscal Impact (Cost):

\$1,352,718.64

Funding Source:

General Fund Total: \$1,312,800.99, Pre-School Fund Total: N/A, Associated Student Body Fund: \$5,300, Child Nutrition Fund Total: \$22,617.65, Bond Fund Total: \$12,000 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:


Shannon Johnston, Interim Assistant Supt.


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member



SEPTEMBER 2021 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
0000007340	JUNIOR ACHIEVEMENT OF S.D.	FIELD TRIP 5TH GRADE - RV	0100	RV	\$ 3,294.00
0000007341	SCHOLASTIC CLASSROOM MAGAZINES	SCHOLASTIC NEWS MAGS - LF	0100	LF	\$ 3,215.82
0000007342	THE PRINT BUTTON	EL FOLDERS - ED SVCS	0100	ED SVCS	\$ 42.24
0000007343	DOWNTOWN FORD SALES	2 FORD 8 PASSENGER TRANSIT	0100	TRANS	\$ 74,393.46
0000007344	ACHIEVE3000	V2022-029 YEAR 3 OF 3 - LF	0100	LF	\$ 15,865.11
0000007347	CALIFORNIA ENVIRONMENTAL SOLUTIONS, INC	ANNUAL OPACITY TESTING - TRANS	0100	TRANS	\$ 1,361.96
0000007348	VILLA SANTA MARIA, INC.	V2022-016 NPS - SPED	0100	SPED	\$ 212,076.00
0000007349	MERIT J. WHITNEY	I2022-008 BLANKET - TRANS	0100	TRANS	\$ 10,000.00
0000007350	MCGRAW-HILL	CURRICULUM - SPED	0100	SPED	\$ 640.04
0000007351	SAN DIEGO COUNTY OFFICE OF ED	DIBELS BOOKLETS - ED SVCS	0100	ED SVCS	\$ 1,484.60
0000007353	DATTEL SYSTEMS INCORPORATED	WORKSTATIONS & ACCESS. - TECH	0100	TECH	\$ 5,523.18
0000007354	SUPER DUPER PUBLICATIONS	RECORDING BOOKLETS - SPED	0100	SPED	\$ 314.63
0000007355	PRO-ED	QUESTIONNAIRES - PSYCH	0100	PSYCH	\$ 48.60
0000007356	EVAN-MOOR	SPELLING - SPED	0100	SPED	\$ 144.77
0000007357	NO TEARS LEARNING INC.	HANDWRITING - SPED	0100	SPED	\$ 136.30
0000007358	CURRICULUM ASSOCIATES LLC	IED RECORD BOOKS/KITS - SPED	0100	SPED	\$ 937.69
0000007360	DATTEL SYSTEMS INCORPORATED	3 LAPTOPS & DOCS - BUS SVCS	0100	BUS SVCS	\$ 7,058.62
0000007361	CAMBIUM LEARNING INC	CURRICULUM - SPED	0100	SPED	\$ 236.93
0000007362	NCS PEARSON, INC	RESPONSE/RECORDING FORMS-SPED	0100	SPED	\$ 2,579.79
0000007363	SAN DIEGO COUNTY OFFICE OF ED	WEBINAR - SUPT	0100	SUPT	\$ 125.00
0000007364	IDENT-A-KID SERVICES OF AMERICA, INC.	RENEWAL - SUPT	0100	SUPT	\$ 4,140.00
0000007365	LEARNING UPGRADE LLC	SOFTWARE LICENSE RENEWAL-LMS	0100	LMS	\$ 5,000.00
0000007366	DATTEL SYSTEMS INCORPORATED	LAPTOPS & ACCESS - TRANS	0100	TRANS	\$ 8,823.78
0000007367	CREATIVE BUS SALES, INC.	24 PASSENGER BUS - TRANS	0100	TRANS	\$ 85,325.44
0000007375	ASCAP	MEMBERSHIP RENEWAL - LMS	0100	LMS	\$ 332.06
0000007376	ROGER TOTAH	I2022-016 BLANKET - LF	0100	LF	\$ 1,000.00
0000007377	QUADIENT FINANCE USA, INC.	21-22 BLANKET - SUPT	0100	SUPT	\$ 4,611.00
0000007378	ACHIEVE3000	V2029-029 2/2 & 3/3 VARIOUS	0100	VARIOUS	\$ 109,741.97
0000007379	NAT'L CTR FOR EDUCATION RESEARCH & TECH.	LEADERSHIP CONFERENCE - SUPT	0100	SUPT	\$ 495.00
0000007380	SOUTHWEST SCHOOL & OFFICE SUPPLY	LAMINATOR - LF	0100	LF	\$ 1,409.37
0000007381	NEW DIRECTIONS SOLUTIONS, LLC	V2022-044 THERAPY SVCS-SPED	0100	SPED	\$ 50,000.00
0000007383	RO HEALTH, INC	V2022-045 - HEALTH SERVICES	0100	HEALTH	\$ 5,000.00
0000007384	ABA EDUCATION FOUNDATION	V2022-051 ABA THERAPY - PUP SV	0100	PUPIL	\$ 100,000.00
0000007385	SPOT Kids Therapy, Inc.	V2022-040 NPS - SPED	0100	SPED	\$ 100,000.00
0000007386	VISTA HILL FOUNDATION	V2022-036 NPS - SPED	0100	SPED	\$ 150,000.00
0000007387	INSTITUTE FOR EFFECTIVE EDUCATION	V2022-035 NPS - SPED	0100	SPED	\$ 69,472.00
0000007388	LISTEN INNOVATION INC	SOFTWARE - TDS	0100	TDS	\$ 4,200.00
0000007389	UC SAN DIEGO HEALTH	SHILEY EYE - SPED	0100	SPED	\$ 176.00
0000007390	SCHOOL MATE	STUDENT PLANNERS - LC	0100	LC	\$ 711.16
0000007392	DEMCO, INC.	BOOK HOLDERS & TAPE- LF	0100	LF	\$ 218.73
0000007393	ACSA	MEMBERSHIP RENEWAL - ED SVCS	0100	ED SVCS	\$ 1,496.53
0000007394	SCHOOL SPECIALTY, INC	EXPLODE THE CODE - ED SVCS	0100	ED SVCS	\$ 2,240.05

SEPTEMBER 2021 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
0000007396	AMAZON CAPITAL SERVICES, INC.	BOOKSHELF - ED SVCS	0100	ED SVCS	\$ 70.00
0000007397	THE PRINT BUTTON	ENVELOPES - SPED	0100	SPED	\$ 319.00
0000007398	D2G GROUP LLC	DISPLAYS - SPED	0100	SPED	\$ 1,324.45
0000007399	MCGRAW-HILL	READING - SPED	0100	SPED	\$ 3,816.36
0000007400	SCHOLASTIC INC	JR SCHOLASTIC SCIENCE - TDS	0100	TDS	\$ 2,942.66
0000007401	NCS PEARSON, INC	RECORDING FORMS - SPED	0100	SPED	\$ 912.58
0000007402	RIVERSIDE INSIGHTS	RECORDING BOOKLETS - SPED	0100	SPED	\$ 380.88
0000007403	CHULA VISTA ELECTRIC CO	ELECTRICAL REPAIRS AT LV-MAINT	0100	MAINT	\$ 1,223.50
0000007404	GREG A. MARVEL	TRANSPORTATION SOFTWARE - TRAN	0100	TRANS	\$ 5,085.00
0000007405	NCS PEARSON, INC	RECORDING FORMS - SPED	0100	SPED	\$ 2,598.32
0000007406	THE PRINT BUTTON	VICE PRINCIPAL BUS CARDS-TDS	0100	TDS	\$ 67.04
0000007407	CPI	WORKBOOK - SPED	0100	SPED	\$ 2,423.30
0000007408	DAVE BANG ASSOCIATES INC OF CA	LF PLAYGROUND EQUIP - MAINT	0100	MAINT	\$ 7,187.68
0000007409	SCHOOL SPECIALTY, INC	EXPLODE THE CODE - SPED	0100	SPED	\$ 655.97
0000007414	MACDOUGAL-MORRIS GROUP LLC	V2022-033 NPS - SPED	0100	SPED	\$ 71,545.00
0000007415	STEIN EDUCATION CENTER	V2022-046 NPS - SPED	0100	SPED	\$ 124,024.00
0000007416	NCS PEARSON, INC	WIAT FORMS - SPED	0100	SPED	\$ 11.38
0000007418	COSTCO MEMBERSHIP	MEMBERSHIP RENEWAL - BUS SVCS	0100	BUS SVCS	\$ 120.00
0000007419	STARFALL EDUCATION	SOFTWARE RENEWAL - LP	0100	LP	\$ 270.00
0000007421	NCS PEARSON, INC	WIAT DIGITAL KIT - SPED	0100	SPED	\$ 484.88
0000007422	HOME DEPOT CREDIT SERVICES	2021-22 COVID BLANKET - MAINT	0100	MAINT	\$ 1,000.00
0000007423	FULCRUM MANAGEMENT SOLUTIONS INC.	SOFTWARE RENEWAL - ED SVCS	0100	ED SVCS	\$ 12,600.00
0000007424	DIESEL PRINT CO	NOON DUTY VESTS - LMS	0100	LMS	\$ 212.72
0000007425	SLP NOW, LLC	SLP MEMBERSHIP RENEWAL-SPED	0100	SPED	\$ 2,587.00
0000007426	DATTEL SYSTEMS INCORPORATED	4 LAPTOPS & ACCESSORIES-SPED	0100	SPED	\$ 9,074.54
0000007427	SCHOOL SERVICES OF CA, INC	WEBINAR - BUS SVCS	0100	BUS SVCS	\$ 275.00
0000007428	CDW GOVERNMENT, INC.	(1) GOOGLE CHROME LICENSE-SPED	0100	SPED	\$ 32.00
0000007429	AMERICAN FIDELITY ADMIN. SERVICES, LLC	TIME & ELIGIBILITY SVCS - BUS	0100	BUS SVCS	\$ 1,260.90
0000007430	SCHOOL HEALTH CORP.	VISION SCREENER W/CASE-HEALTH	0100	HEALTH	\$ 8,265.00
0000007431	ASSETWORKS RISK MANAGEMENT INC.	V2022-010 INVENTORY SOFTWARE	0100	BUS SVCS	\$ 2,695.00
0000007432	INFINITE CAMPUS, INC.	V2021-059A A2A EXTRACT - ED SV	0100	ED SVCS	\$ 720.00
					\$ 1,308,055.99
0000007345	AMAZON CAPITAL SERVICES, INC.	2021-22 ASB BLANKET - TDS	0800	TDS ASB	\$ 5,000.00
0000007382	AMAZON CAPITAL SERVICES, INC.	21-22 BLANKET FOR ASB - LMS	0800	LMS ASB	\$ 300.00
					\$ 5,300.00
0000007333	TRIDENT BEVERAGE, INC.	2021-22 BLANKET - CN	1300	CN	\$ 10,000.00
0000007337	ECONOMY RESTAURANT & SUPPLY CO	5 TIER LOCKERS - CN	1300	CN	\$ 253.21
0000007338	4IMPRINT, INC.	APRONS, HATS - CN	1300	CN	\$ 1,796.81
0000007346	GALASSO'S BAKERY	WHOLE WHEAT HAMBURGER BUNS	1300	CN	\$ 138.03
0000007352	INNOSEAL SYSTEMS, INC.	INNOSEAL - CN	1300	CN	\$ 294.00

SEPTEMBER 2021 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
0000007368	ECONOMY RESTAURANT & SUPPLY CO	HOT FOOD SERVING COUNTER-CN	1300	CN	\$ 4,655.60
0000007391	COUNTY BURNER & MACHINERY CORP	BOILER INSPECTION - CN	1300	CN	\$ 480.00
					\$ 17,617.65
0000007369	COLBI TECHNOLOGIES, INC.	AA LICENSE ADD ON - BOND	2139	BOND	\$ 12,000.00
					\$ 12,000.00
CHANGE ORDER INFORMATION					
0000006979	TEMPERATURE DESIGN REFRIGERATION	2021-22 BLANKET - CN	1300	CN	\$ 5,000.00
0000007080	SAN DIEGO FENCE COMPANY	2021-22 BLANKET - MAINT	0100	MAINT	\$ 200.00
0000007276	JOCELYN MCCULLOUGH	V2022-049 2021-22 BLANKET - SPED	0100	SPED	\$ 4,545.00
					\$ 9,745.00
		TOTAL PURCHASE ORDERS			\$ 1,342,973.64
		TOTAL CHANGE ORDERS			\$ 9,745.00
		TOTAL PO'S AND C/O'S			\$ 1,352,718.64

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

Approve 2-year contract renewal for Cox California Telcom, LLC for Wireless Access and Internet Services. Original contract includes option to renew annually for up to 5 years.

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

E-rate Wireless Access Network and Metro Ethernet Services.

Fiscal Impact (Cost):

Approximately 60% from E-rate Funding and see E-rate Bid Criteria Sheet

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:


Shannon Johnston, Interim Assistant Supt.


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

LUSD

Contract #

V2019-121A

FIRST AMENDMENT TO COMMERCIAL SERVICE AGREEMENT

This First Amendment to Commercial Service Agreement (the "**Amendment**"), is dated as of October 1, 2021 (the "**Effective Date**") and is entered into by **Cox California Telecom, LLC** and its affiliates ("**Cox**") and **Lakeside Union School District** ("**Customer**"). Cox and Customer are also referred to individually in this Amendment as a "**Party**" and collectively as the "**Parties**".

WHEREAS, the Parties previously entered into a certain Commercial Service Agreement executed by Cox on February 15, 2019, (the "**Agreement**") under which Customer purchases certain Services from Cox.

WHEREAS, Customer wishes to exercise its renewal options provided for under the Agreement.

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

- A. Definitions. Any term capitalized hereunder but not defined with be given the meaning provided for in the Agreement.
- B. Term Extension. By mutual agreement of the Parties, the Term of the Agreement is hereby extended for two (2) years and shall commence on July 1, 2022 and expire on June 30, 2024, and this is a renewal of all Cox Services purchased by Customer under the Agreement as of the date hereof.
- C. Service Level Agreement ("SLA"). The Parties acknowledge and agree that the SLA referenced in the Agreement is attached hereto and is hereby added to the Agreement as Exhibit C.
- D. Miscellaneous. This Amendment does not delete, terminate, or replace any provision of the Agreement except as specifically provided herein and all other terms of the Agreement shall remain in full force and effect. All exhibits attached to this Amendment are incorporated herein and in the Agreement by this reference. This Amendment and the Agreement represent the entire agreement between the Parties with respect to the Services. This Amendment may be executed in counterparts via electronic signature and/or PDF and shall be deemed together a complete and whole document.

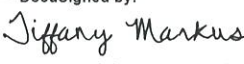
IN WITNESS WHEREOF, the Parties hereby execute this Amendment to be effective as of the date first written above.

COX:

CUSTOMER:

Cox California Telecom, LLC

Lakeside Union School District

DocuSigned by:

 By: _____
 Name: Tiffany Markus
 Title: Dir, Sales - CB
 Date: 10/5/2021

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

COX

BUSINESS

Cox Metro-Ethernet and CloudPort Service Level Agreement

1. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and the Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox Layer 2 VPN services which is inclusive of Cox Metro-Ethernet Service and Cox CloudPort Service (collectively, the "Layer 2 VPN Services").

2. **Layer 2 VPN Services Description.**

- (a) **Layer 2 VPN Service Elements:** The Layer 2 VPN Services consists of a port (Metro-Ethernet Port or CloudPort respective to each Service's particular branding) ("Port"), Ethernet Virtual Circuit ("EVC"), and a User to Network Interface ("UNI"). A UNI may be a Cox provided physical interface or a logical point of demarcation as defined by Cox.
- (b) **Network Segments:** For purposes of SLA, there are three defined network segments for the Layer 2 VPN Services:
- (i) **Core Network:** A provider edge router to provider edge router segment whose metrics consist of all EVCs within a given a geographic boundary for a multipoint service topology. Core network segment metrics for point to point service topologies are circuit specific measurements. Geographic boundaries include metro, state, regional and national as shown in Table 2.0 in Section 7.
 - (ii) **Access to Core:** A customer edge UNI to provider edge Core Network segment, commonly referred to as a "local loop". Access to Core segment metrics are circuit specific measurements.
 - (iii) **Type-II:** Any portion of the Layer 2 VPN Services or circuits obtained by Cox from third party carriers are not subject to any Service Quality (as defined below) or any other SLA terms.
- (c) **Service Topology:** Services are configured in either a multipoint (ELAN) or a point to point (ELINE) configuration.
- (d) **"End to End" SLA:** For purposes of "End to End" SLA Service calculation for Metro-Ethernet Services, the concatenation of access to core, core network and access to core can be used. Specifically:
- "End to End" Delay = Access to core Delay + Core Delay + Access to core Delay
 - "End to End" DDR = Access to core DDR * Core DDR * Access to core DDR
 - "End to End" Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter

For purposes of SLA Service calculation for CloudPort Service, the concatenation of access to core and core network can be used. Specifically:

- "End to End" Delay = Access to core Delay + Core Delay
- "End to End" DDR = Access to core DDR * Core DDR
- "End to End" Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter

3. **Layer 2 VPN Service Availability.** "Layer 2 VPN Service Availability" is defined by Cox as the ability to send or receive Ethernet Service Frames via a given Port inclusive of the local loop and UNI. Cox's objective is to make the Port available for Customer's as set forth in Table 2.0 in Section 7 with respect to the Cox Network Core and Access to the Core. This parameter is calculated by dividing the number of minutes a Port is available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Layer 2 VPN Services due to the reasons or causes set forth in Section 11 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Layer 2 VPN Service Availability objective. For example, if a Port experiences an outage for one (1) day due to a Force Majeure event, and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Layer 2 VPN Service Availability performance objective and no Service Credit(s) (as defined below) will be provided.

4. **Layer 2 VPN Service Interruption.** A "Layer 2 VPN Service Interruption" is an interruption of a Port ("Affected Port") that results in the total disruption of the Layer 2 VPN Services delivered over the Affected Port beyond the Layer 2 VPN Service Availability level. Any Layer 2 VPN Service Interruption, outage, degradation of Layer 2 VPN Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying Layer

2 VPN Service Interruption. A Layer 2 VPN Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 9 of this SLA and ends when Cox restores the Layer 2 VPN Services to Customer.

5. **Service Interruption Credits.** The available "Service Credit" for a Layer 2 VPN Service Interruption is identified in the table below as a percentage of the monthly recurring charge ("MRC") associated with the Affected Port experiencing a qualifying Layer 2 VPN Service Interruption. Service Credits are not cumulative (e.g. if a qualifying Layer 2 VPN Service Interruption lasted 20 hours, Customer will receive a Service Credit equal to 20% of the MRC for the portion of the Layer 2 VPN Services experiencing a Layer 2 VPN Service Interruption, but Customer does not also receive a separate Service Credit for the "≥30 min. to <4 hours", "≥ 4 hours to < 8 hours" and "≥ 8 hours to < 16 hours" timeframes identified in the table below). The amount of the Service Credit shall be as follows:

Table 1.0
Cox – Layer 2 VPN Services

<i>Layer 2 VPN Services Interruption Length</i>	<i>Credit of the MRC for the portion of Affected Port experiencing a Layer 2 VPN Service Interruption</i>
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, an Affected Port experiences a Layer 2 VPN Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage"), subject to Section 11 below, Customer may terminate the Affected Port(s) without charge or payment of any termination charges otherwise provided in the Agreement, provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port(s) and the Affected Port(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the Affected Port(s), then Customer shall be deemed to have waived its right to terminate the Affected Port(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated Affected Port(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Service Quality.** "Service Quality" is defined as the measurement of network performance characteristics which include, Latency, Data Delivery Ratio and Jitter (each as defined below for both the Network Core and Access to the Core). Service Quality is influenced by both the distance classification of the offering and the Class of Service ("CoS") provisioned and are measured for a given network segment. Measurement is only included for "in-profile" (conform to the performance attributes of the Layer 2 VPN Services) at both the ingress and egress UNIs of any given EVC. All "Service Quality" metrics in this Section 7 are objectives only.

Service Quality Measurement Network Segments:

(a) Core Network Measurements:

- (i) "Core Latency", as it relates to the Layer 2 VPN Services, is a measure of Cox Network Core delay within a given network segment, region or distance band, as the average round trip interval of time it takes during the applicable calendar month for Ethernet Service Frame to transverse between all selected pairs of Cox network nodes within a given Network Core region. The Core Latency objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.
- (ii) Core Data Delivery Ratio ("Core DDR"), as it relates to the Layer 2 VPN Services, is the average round trip data delivery percentage for a given Network Core segment, calculated by dividing data received by data delivered and multiplying by 100. Data delivered is the number of Ethernet Service Frames delivered in a given calendar month by Cox from an ingress router at a Cox network device in the given Network Core segment for delivery to an egress router at another specific Cox network node in the region and returned to the same ingress router. The Core DDR objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.
- (iii) "Core Jitter", as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frames delay variation within a given Network Core region during a given calendar month, as is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse between pairs of Cox network nodes in a given core network segment. The Core Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

(b) Access to Core Network Measurements:

- (i) “Access Latency” as it relates to the Layer 2 VPN Services, is the time elapsed from when the first bit of an Ethernet Service Frame enters the UNI to when the last bit returns to the same UNI after the Ethernet Service Frame has transversed the Access to Core network on a round trip basis. The Access Latency objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
- (ii) Access Data Delivery Ratio (“Access DDR”), as it relates to the Layer 2 VPN Services, is the percentage of Ethernet Service Frames that successfully traverse the Access to Core network segment on a round trip basis. The Access DDR objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
- (iii) “Access Jitter” as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frame delay variation within an Access to Core network segment during a given calendar month, and is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse the Access to Core network segment on a round trip basis. The Access Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

(c) Service Quality Objectives (“Table 2.0”). The following table sets forth Cox network objectives for Layer 2 VPN Service Availability, Data Delivery Ratio, Latency and Jitter for four (4) regional classifications and three (3) access to core network segments objectives based upon CoS:

Table 2.0

Network Segment	Region / Distance band	CoS	Service Availability	Data Delivery Ratio (two way)	Latency (two way)	Jitter (two way)
Access to Core	Fiber based VPN access	Real Time	99.99% (< 4 min/mo)	99.9%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	HFC based VPN access	Priority Data	99.9% (< 43 min/mo)	99.75%	16 ms.	N/A
	TYPE II	Priority Data	99.9% (< 43 min/mo)	N/A	N/A	N/A
Network Core	Metro (<155 miles)	Real Time	99.995% (< 2 min/mo)	99.99%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	State (<400 miles)	Real Time	99.995% (< 2 min/mo)	99.99%	20 ms.	2 ms.
		Interactive			22 ms.	3 ms.
		Priority Data			26 ms.	N/A
		Best Effort			N/A	N/A
	Regional (<755 miles)	Real Time	99.995% (< 2 min/mo)	99.99%	30 ms.	2 ms.
		Interactive			32 ms.	3 ms.
		Priority Data			36 ms.	N/A
		Best Effort			N/A	N/A
	National ($<4,349$ miles)	Real Time	99.99% (< 4 min/mo)	99.985%	50 ms.	2 ms.
		Interactive			52 ms.	3 ms.
		Priority Data			56 ms.	N/A
		Best Effort			N/A	N/A

8. **Layer 2 VPN Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

9. **Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report Layer 2 VPN Service issues, including troubles, outages or Layer 2 VPN Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer’s local market sales representative. A “Trouble Report” means any report made by Customer relating to the Layer 2 VPN Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying Layer 2 VPN Service Interruption or other issue related to this SLA has occurred.

10. Layer 2 VPN Service Installation Intervals.

- (a) Layer 2 VPN Service Installation and Availability. Cox will make commercially reasonable efforts to install, provision and make the Layer 2 VPN Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). Layer 2 VPN Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the Layer 2 VPN Services.
- (b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the Layer 2 VPN Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the Layer 2 VPN Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Layer 2 VPN Services to Customer.
- (c) Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 11; or (vi) due to Force Majeure events.

11. Exceptions and Limitations to Service Credit.

- (a) Exceptions. Service Credits shall not be provided for any Layer 2 VPN Service Interruptions or failures to meet the Layer 2 VPN Service Availability, Service Quality objectives, estimated restoration time, Estimated Install Date, or any other term or objective specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the Layer 2 VPN Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Layer 2 VPN Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Layer 2 VPN Services provisioning, or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same Layer 2 VPN Service Interruption, Service Quality issue, deficiency, degradation, delay, or any other issue (b) for Layer 2 VPN Service Interruptions, Service Quality issues, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a Layer 2 VPN Service Interruption, Service Quality, or any other issue or failure of Cox to meet any other objective in this SLA, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any Layer 2 VPN Service locations served via a third party, Cox may pass through any Layer 2 VPN Service credits it receives from the third party associated with any Layer 2 VPN Service Interruption not to exceed the Service Credit amount.
- (b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for any and all issues and any failure to meet any objective in this SLA, including, without limitation, Layer 2 VPN Service Interruptions, Service Quality issues, and Installation Delay Credits shall be no more than one (1) full MRC for the affected Layer 2 VPN Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any Layer 2 VPN

Service Interruptions, installation delays, Service Quality issues, missed repair objectives, service degradations, or any other outages or issues related to the Layer 2 VPN Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

Approve revised salary schedule for substitute teachers, effective November 1, 2021 through June 30, 2022.

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

Staff recommends increasing the regular and long-term substitute teacher pay rates (full and half day) in order to maintain continuity of instruction throughout the remainder of the school year. Substitute rates were initially increased upon board approval in January 2021 from \$120 to \$140 for the regular daily rate and \$130 to \$175 for the long-term rate. Staff has since continued to compare and monitor substitute teacher rates in several neighboring school districts, some of which have continued to increase their rates to attract substitutes during the COVID-19 pandemic and due to staff shortages. Those comparisons follow:

District	Daily Rate	Long-Term Assignment
Alpine	\$200	\$200
Cajon Valley	\$145-220	\$145-220
Chula Vista	\$200	\$283
Grossmont	\$180	\$200
Lakeside	\$140	\$175/\$180 Residential
La Mesa-Spring Valley	\$200	\$250
Lemon Grove	\$240	\$240
Ramona	\$200	\$225
Santee	\$145	\$145
<i>*Substitute Teacher rates as of September 2021</i>		

District staff recommends increasing the regular daily rate from \$140 to \$180/day, the long-term rate from \$175 to \$200/day, the Resident (Site-Based) rate from \$180 to \$205/day effective November 1, 2021 through June 30, 2022. Substitute teacher rates will revert to the prior rates at the end of the 2021/22 school year.

Fiscal Impact (Cost):

Approximately \$39,000 from General-Fund COVID-related funding sources and \$91,000 from General Fund-Unrestricted funding sources

Funding Source:

General Fund – Unrestricted and COVID-related funding source

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:



Shannon Johnston, Interim Asst. Supt.



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member



LAKESIDE UNION SCHOOL DISTRICT
SALARY SCHEDULE FOR SUBSTITUTE TEACHERS & CERTIFICATED HOURLY
Effective November 1, 2021

Days of Service	Daily Rate of Pay
First ten (10) days	\$180
Long Term (Beginning with the 11th day of consecutive service)*	\$200
District Based Substitute	\$205
High Impact Day	\$205
Half Day	\$90
Half Day - Long Term	\$100
Half Day - High Impact	\$103
For Extended Year and Summer School	\$103

Hourly Positions	Hourly Rate of Pay
Home Tutors	\$35

* "Consecutive days of service" as used above means days served in the same assignment (classroom). If a substitute is assigned to a long term in advance, the rate will be \$200 from the first day of assignment.

Board Approval Date:

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

Approval of the October contracts list for the fiscal year, 2021-22.

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

Approval is requested for the attached list of agreements with outside vendors for fiscal year, 2021-22.

Fiscal Impact (Cost):

See attached list.

Funding Source:

General Fund.

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Shannon Johnston, Interim Assistant Supt.


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

LUSD CONTRACTS 2021-22

Agency Name	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
Multi-Year						
Deborah A. Comiskey	Sage Gardent Grant	I2022-014	LF	9/1/2021	8/30/2022	\$15,000.00
Currier & Hudson	Legal Services	V2022-053	SUPT	7/1/2021	6/30/2022	\$190-\$205 per hour
Assess-APE, LLC	IEE Services (APE Evaluations)	I2022-015	SPED	8/1/2021	6/30/2022	NTE \$2,000
California School Inspections, LLC	School Facility Visual Inspections (FIT)	V2022-054	MAINT	9/8/2021		\$3,600.00
Roger Totah	Sierra Springs Water and Deliveries	I2022-016	LF	9/1/2021	6/30/2022	NTE \$1,000 (pricing sheet attached)
Marjorie Block	IEE for OT	I2022-017	SPED	7/1/2021	6/30/2022	NTE \$1,920
Sharp Rees-Stealy Medical Group	Vision Therapy Assessment and Post Therapy	I2022-018	SPED	9/22/2021	6/30/2022	NTE \$600
San Diego Brain Works	IEE Assessments (various specialties)	I2022-019	SPED	7/1/2021	6/30/2022	NTE \$8,080
Thais St Martin	SLP Tele-Therapy Services	E2022-002	SPED	9/24/2021	6/30/2022	\$485 per day
Rancho Coastal Speech Therapy, Inc.	IEE Assessments (Speech and Language)	I2022-020	SPED	7/1/20021	6/30/2022	nte \$1,650
Infinite Campus	Create Extract for A2A	V2021-059A	Ed Services			\$720.00
SDCOE	ELA/ELD Teacher Training (3 Sessions)	V2022-055	RV	10/20/2021	3/23/2022	\$1,575.00
HopSkipDrive, Inc.	Transportation Services	V2022-056	SPED	9/30/2021	9/30/2022	\$26 Base Fee + \$2.50 per Mile + \$.10 per Ride

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: September 2021

Agenda Item:

Inter-district transfer permit renewal

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

5 year renewal agreements for the following school districts: Del Mar Union, Mt. Empire, Poway, Ramona, San Dieguito Union, San Marcos, Spencer Valley, Vista,

Fiscal Impact (Cost):

Click here to enter text.

Funding Source:

Click here to enter text.

Recommended Action:

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

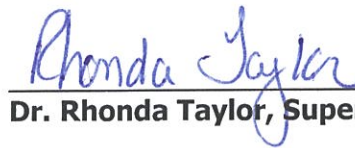
Originating Department/School: Ed Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

School Districts of San Diego County INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 of Feb, 2021, by and between the Del Mar Union School District of San Diego County and the Lakeside Union School District of San Diego County, is effective only for the school year(s) 2022 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - ☒ A district of attendance may require reapplication for admission an annual basis.
 - ☒ Other, specify: Students applying for an Interdistrict Attendance Permit into DMUSD must reapply annually.

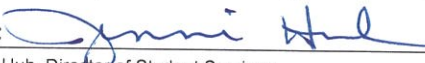
DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

IDT APPEAL AGREEMENT

District: Del Mar Union	District:
Initial Approval / Denial: Director of Student Services	Initial Approval / Denial:
Appeal: Superintendent's Cabinet	Appeal:
Personal Conference: Director of Student Services	Personal Conference:
	School Principal
	Dir. Pupil Services
	Asst. Superintendent
	Superintendent

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: 	Signature: _____
Title: Jenni Huh, Director of Student Services	Title: _____
District: Del Mar Union	District: _____
Date Approved by Governing Board: February 24, 2021	Date Approved by Governing Board: _____

School Districts of San Diego County INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 of Feb, 2021, by and between the Del Mar Union School District of San Diego County and the Lakeside Union School District of San Diego County, is effective only for the school year(s) 2022 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - ☒ A district of attendance may require reapplication for admission an annual basis.
 - ☒ Other, specify: Students applying for an Interdistrict Attendance Permit into DMUSD must reapply annually.

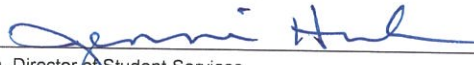
DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

IDT APPEAL AGREEMENT

District: Del Mar Union	District:	School Principal
Initial Approval / Denial: Director of Student Services	Initial Approval / Denial:	Dir. Pupil Services
Appeal: Superintendent's Cabinet	Appeal:	Asst. Superintendent
Personal Conference: Director of Student Services	Personal Conference:	Superintendent

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: 	Signature: _____
Title: Jenni Huh, Director of Student Services	Title: _____
District: Del Mar Union	District: _____
Date Approved by Governing Board: February 24, 2021	Date Approved by Governing Board: _____

School Districts of San Diego County INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 18 of 02, 2021, by and between the Mountain Empire Unified School District of San Diego County and the Lakeside Union School District of San Diego County, is effective only for the school year(s) 20 21 - 20 26 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - ☒ A district of attendance may require reapplication for admission an annual basis.
 - ☒ Other, specify: Conditions set forth in BP and/or AR / locations of the school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

IDT APPEAL AGREEMENT

District: Mountain Empire Unified School District	District: <u>LUSD</u>	School Principal
Initial Approval / Denial: Director of Pupil Services	Initial Approval / Denial:	Dir. Pupil Services
Appeal: Superintendent	Appeal:	Asst. Superintendent
Personal Conference:	Personal Conference:	Superintendent

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: 	Signature: 
Title: Superintendent	Title:
District: Mountain Empire Unified School District	District:
Date Approved by Governing Board: February 9, 2021	Date Approved by Governing Board:

School Districts of San Diego County INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 18 of 02, 2021, by and between the Mountain Empire Unified School District of San Diego County and the Lakeside Union School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - ☒ A district of attendance may require reapplication for admission an annual basis.
 - ☒ Other, specify: Conditions set forth in BP and/or AR / locations of the school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS IDT APPEAL AGREEMENT

District: Mountain Empire Unified School District	District: <u>LUUSD</u>	School Principal
Initial Approval / Denial: Director of Pupil Services	Initial Approval / Denial:	Dir. Pupil Services
Appeal: Superintendent	Appeal:	Asst. Superintendent
Personal Conference:	Personal Conference:	Superintendent

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: 	Signature:
Title: Superintendent	Title:
District: Mountain Empire Unified School District	District:
Date Approved by Governing Board: February 9, 2021	Date Approved by Governing Board:

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 11 of 1, 2021, by and between the Poway Unified School District of San Diego County and the Lakeside Union School District of San Diego County, is effective only for the school year(s) 20 21 - 20 26 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS


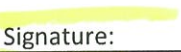

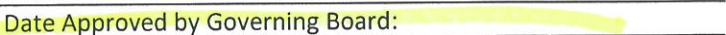
1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - ☒ A district of attendance may require reapplication for admission an annual basis.
 - ☒ Other, specify: Once admitted, location of school site is at the discretion of the receiving school district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: Poway Unified School District	District: Lakeside Union School District
Initial Approval / Denial: Student Attendance & Discipline Office	Initial Approval / Denial: IDT APPEAL AGREEMENT
Appeal: Director Student Att. & Disc; Executive Dir., Learning Support Svcs.	Appeal: School Principal
Personal Conference: Assistant Superintendent or Designee	Personal Conference: Dir. Pupil Services
	Asst. Superintendent
	Superintendent

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement and the undersigned have authorized their representatives to sign in their behalf.

Signature: 	Signature: 
Title: Director, Student Attendance and Discipline Office	Title: 
District: Poway Unified School District	District: Lakeside Union School District
Date Approved by Governing Board: January 14, 2021	Date Approved by Governing Board: 

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 11 of March, 2021, by and between the Ramona Unified School District of San Diego County and the Lakeside Union School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - ☒ A district of attendance may require reapplication for admission an annual basis.
 - ☒ Other, specify: Once admitted, location of school site is at the discretion of the receiving school district

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

IDT APPEAL AGREEMENT

District: Ramona Unified School District	District: Lakeside Union School District	School Principal
Initial Approval / Denial: Asst. Supt./Administrative Services	Initial Approval / Denial:	Dir. Pupil Services
Appeal: SDCOE	Appeal:	Asst. Superintendent
Personal Conference: Asst. Superintendent or Designee	Personal Conference:	Superintendent

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: Rena Seifert

Signature: _____

Title: Assistant Superintendent

Title: _____

District: Ramona Unified School

District: _____

Date Approved by Governing Board: March 11, 2021

Date Approved by Governing Board: _____

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 11 of March, 2021, by and between the Ramona Unified School District of San Diego County and the Lakeside Union School District of San Diego County, is effective only for the school year(s) 20 21 - 20 26 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - ☒ A district of attendance may require reapplication for admission an annual basis.
 - ☒ Other, specify: Once admitted, location of school site is at the discretion of the receiving school district

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: Ramona Unified School District	District: Lakeside Union School District
Initial Approval / Denial: Asst. Supt./Administrative Services	Initial Approval / Denial:
Appeal: SDCOE	Appeal:
Personal Conference: Asst. Superintendent or Designee	Personal Conference:

IDT APPEAL AGREEMENT

School Principal
Dir. Pupil Services
Asst. Superintendent
Superintendent

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: Rena Swifta

Title: Assistant Superintendent

District: Ramona Unified School

Date Approved by Governing Board: March 11, 2021

Signature: _____

Title: _____

District: _____

Date Approved by Governing Board: _____

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 10 of June, 2021, by and between the San Dieguito Union High School District of San Diego County and the Lakeside Union School District of San Diego County, is effective only for the school year(s) 20 21 - 20 26 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - ☒ A district of attendance may require reapplication for admission an annual basis.
 - ☐ Other, specify: _____

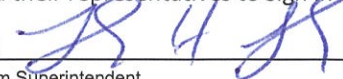
DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

IDT APPEAL AGREEMENT

District: San Dieguito Union High School District	District: _____	School Principal _____
Initial Approval / Denial: Director of Pupil Services	Initial Approval / Denial: _____	Dir. Pupil Services _____
Appeal: Interdistrict Appeal Hearing Panel	Appeal: _____	Asst. Superintendent _____
Personal Conference: Deputy Superintendent	Personal Conference: _____	Superintendent _____

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: 	Signature: _____
Title: Interim Superintendent	Title: _____
District: San Dieguito Union High School District	District: _____
Date Approved by Governing Board: June 10, 2021	Date Approved by Governing Board: _____

INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 20 day of APRIL, 20 21 by and between the SAN MARCOS UNIFIED School District of San Diego County and the LAKESIDE UNION School District of SAN DIEGO County is effective only for the school year(s) 20 21 through 20 26 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):

■ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.

□ **Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.

☐ **Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.

4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

1. As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
- ☒ Discipline ☒ Attendance ☒ Academics
- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
- ☐ Discipline ☐ Attendance ☐ Academics
2. Additional conditions (optional) Both districts must agree
- ☒ Partial agreements to the end of the year
- ☒ Locations of the school site, once admitted is at the discretion of the receiving district.
- ☒ Other, specify CONDITIONS AS SET FORTH IN BOARD POLICY AND ADMIN PROCEDURES

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

1. ASSISTANT SUPERINTENDENT OF INSTRUCTION
- 2.
- 3.

The application deadline of January 1 has been waived ☒ Yes ☐ No

Signature _____
Title DIRECTOR, STUDENT SERVICES

Approved by the Governing Board on:

Date 4/20/21

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

SAN MARCOS UNIFIED School District

IDT APPEAL AGREEMENT

DISTRICT APPEAL PROC

1. _____ School Principal
Dir. Pupil Services

2. _____ Asst. Superintendent
Superintendent

The application deadline of January 1 has been waived ☐ Yes ☐ No

SIGNATURES

Signature _____

Title _____

Approved by the Governing Board on:

Date _____

District schools/programs known to be impacted at the time of this agreement:

Lakeside Union School District

Font) 343-Business Services
San Diego County Office of Education 4/11

WHITE - District Files
CANARY - County Office
PINK - District Files

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 20 day of APRIL, 20 21 by and between the SAN MARCOS UNIFIED School District of San Diego County and the LAKEVIEW UNION School District of SAN DIEGO County is effective only for the school year(s) 20 21 through 20 26 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):

☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.

☐ **Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.

☐ **Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.

- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

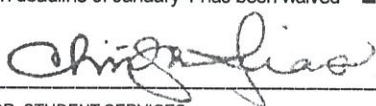
- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
☒ Discipline ☒ Attendance ☒ Academics
As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
☐ Discipline ☐ Attendance ☐ Academics
- Additional conditions (optional) Both districts must agree
☒ Partial agreements to the end of the year
☒ Locations of the school site, once admitted is at the discretion of the receiving district.
☒ Other, specify CONDITIONS AS SET FORTH IN BOARD POLICY AND ADMIN PROCEDURES

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- ASSISTANT SUPERINTENDENT OF INSTRUCTION _____
- _____
- _____

The application deadline of January 1 has been waived ☒ Yes ☐ No

Signature 
Title DIRECTOR, STUDENT SERVICES

Approved by the Governing Board on:

Date 4/20/21

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

SAN MARCOS UNIFIED School District

SIGNATURES

DISTRICT APPEAL PROCESS A

- _____ School Principal
- _____ Dir. Pupil Services
- _____ Asst. Superintendent
- _____ Superintendent

The application deadline of January 1 has been waived ☐ Yes ☐ No

Signature _____
Title _____

Approved by the Governing Board on:

Date _____

District schools/programs known to be impacted at the time of this agreement:

Lakeside Union School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 10 of 03, 2021, by and between the Spencer Valley School District of San Diego County and the Lakeside Union School District School District of San Diego County, is effective only for the school year(s) 20 21 - 20 26 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS



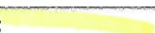
1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - ☒ A district of attendance may require reapplication for admission an annual basis.
 - ☒ Other, specify: SVESD will require annual reapplication for interdistrict attendance permit.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: Spencer Valley School District	District:	IDT APPEAL AGREEMENT
Initial Approval / Denial: Asst. Supt, HR & Business Services	Initial Approval / Denial:	School Principal
Appeal: Superintendent	Appeal:	Dir. Pupil Services
Personal Conference:	Personal Conference:	Asst. Superintendent
		Superintendent

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: 	Signature: 
Title: Interim Superintendent	Title:
District: Spencer Valley School District	District: Lakeside Union School District
Date Approved by Governing Board: March 10, 2021	Date Approved by Governing Board: 

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 10 of 03, 2021, by and between the Spencer Valley School District of San Diego County and the Lakeside Union School District School District of San Diego County, is effective only for the school year(s) 20 21 - 20 26 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - ☒ A district of attendance may require reapplication for admission an annual basis.
 - ☒ Other, specify: SVESD will require annual reapplication for interdistrict attendance permit.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: Spencer Valley School District

Initial Approval / Denial: Asst. Supt, HR & Business Services

Appeal: Superintendent

Personal Conference: _____

District: _____

Initial Approval / Denial: _____

Appeal: _____

Personal Conference: _____

IDT APPEAL AGREEMENT

School Principal _____

Dir. Pupil Services _____

Asst. Superintendent _____

Superintendent _____

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: 

Title: Interim Superintendent

District: Spencer Valley School District

Date Approved by Governing Board: March 10, 2021

Signature: _____

Title: _____

District: Lakeside Union School District

Date Approved by Governing Board: _____

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 8 of April 2021 by and between the Vista Unified School District of San Diego County and the Lakeside Union School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - ☒ A district of attendance may require reapplication for admission an annual basis.
 - ☒ Other, specify: Conditions set forth in Board Policy and/or Administrative Regulation and procedures.

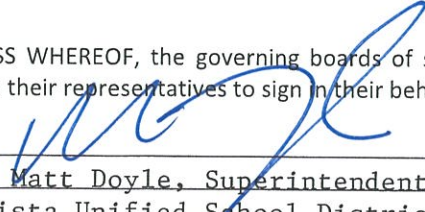
DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

IDT APPEAL AGREEMENT

District: <u>Vista Unified School District</u>	District: _____	School Principal _____
Initial Approval / Denial: <u>Superintendent</u>	Initial Approval / Denial: _____	Dir. Pupil Services _____
Appeal: <u>Assistant Superintendent</u>	Appeal: _____	Asst. Superintendent _____
Personal Conference: <u>SDCOE</u>	Personal Conference: _____	Superintendent _____

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: 	Signature: _____
Title: <u>Dr. Matt Doyle, Superintendent</u>	Title: _____
District: <u>Vista Unified School District</u>	District: _____
Date Approved by Governing Board: <u>April 8, 2021</u>	Date Approved by Governing Board: _____

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: September 2021

Agenda Item:

Inter-district transfer permit renewal

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

Annual permit renewal with Chula Vista Elementary School District

Fiscal Impact (Cost):

Click here to enter text.

Funding Source:

Click here to enter text.

Recommended Action:

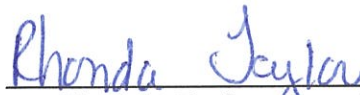
- | | |
|--|---|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input type="checkbox"/>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

Originating Department/School: Ed Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 23 of 1, 2021, by and between the Chula Vista Elementary School District of San Diego County and the Lakeside Union School District of San Diego County, is effective only for the school year(s) 2021 - 2022 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - ☒ A district of attendance may require reapplication for admission an annual basis.
 - ☒ Other, specify: Once admitted, location of school site is at the discretion of the receiving school district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: Chula Vista Elementary School District	District: Lakeside Union	IDT APPEAL AGREEMENT
Initial Approval / Denial: Ex. Director - Student, Family, Community & Instruction	Initial Approval / Denial:	School Principal
Appeal: Review Team	Appeal:	Dir. Pupil Services
Personal Conference:	Personal Conference:	Asst. Superintendent
		Superintendent

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: <u>Chris E. Vucko</u>	Signature: _____
Title: Ex. Director - Student, Family, Community & Instruction	Title: _____
District: Chula Vista Elementary	District: Lakeside Union
Date Approved by Governing Board: <u>1/24/2019 - 6/30/2022</u>	Date Approved by Governing Board: _____

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

MOU between Lakeside Union School District and West Ed for administration of the California Healthy Kids Survey (CHKS)

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

LUSD administers the CA Healthy Kids Survey annually. The CA Healthy Kids Survey provides district and site level student, parent and staff data to provide us key data on school climate and safety, learning supports and barriers and stakeholder engagement, as well as youth development, health and well-being.

Fiscal Impact (Cost):

Not to exceed \$5,000

Funding Source:

LCAP

Addresses Emphasis Goal(s):

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

Recommended Action:

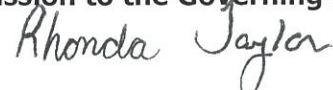
- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
|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

Originating Department/School: LUSD Pupil Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

school climate health & learning
CALIFORNIA SURVEY SYSTEM

Sales Quote 2022-[3768189]-01

Order Date
10-06-2021

Bill To:

Lakeside Union Elementary
 Patricia Fernandez
 12335 Woodside Avenue, Lakeside, 92040

Email:

pfernandez@lsusd.net

Phone No.:

(619) 390-2600

Remit To:

WestEd
 Attn: P.O. Box 399001
 San Francisco, CA 94139-9001
 undefined

Cost Code #:

7160.20.001

Item Description	Quantity	Unit Price	Amount
CHKS Basic Administration			
Elementary Enrollment X Unit Price	476	0.40	190.40
Secondary Enrollment X Unit Price	503	0.40	201.20
CHKS Survey Set Up Fee	1	150.00	150.00
Shipping of Paper Materials	0	1.00	0.00
CHKS Reporting			
Supplemental Modules Administered	0	100.00	0.00
Existing Custom Modules Administered	0	100.00	0.00
Password Protected Data Dashboard	0	75.00	0.00
School Level Reports	9	75.00	675.00
School Climate Report Cards	9	0.00	0.00
District School Climate Report Cards	0	0.00	0.00
Other Customized Reports	0	100.00	0.00
Elementary Raw Data File	0	75.00	0.00
Secondary Raw Data File	0	75.00	0.00
New Custom Module			
CHKS Custom Questions	0	200.00	0.00
CSSS Custom Questions	0	200.00	0.00
CSPS Custom Questions	0	200.00	0.00
CSSS Administration			
CSSS Survey Set Up Fee	1	150.00	150.00
Staff School Level Reports	0	75.00	0.00
Staff Raw Data File	0	75.00	0.00
CSPS Administration			

Item Description	Quantity	Unit Price	Amount
CSPS Survey Set Up Fee	1	150.00	150.00
Processed Paper Copies X Unit Price	0	0.40	0.00
Parent School Level Reports	0	75.00	0.00
Parent Raw Data File	0	75.00	0.00
Additional CalSCHLS Fees			
Other Fees	0	100.00	0.00
Total Cost			\$ 1516.60
CalSCHLS Credits			
BHC Fee Credit			0.00
Biennial Fee Credit			0.00
County Credit			0.00
Other Credit			0.00
Total Amount Due			\$ 1516.60

school climate health & learning

CALIFORNIA SURVEY SYSTEM

MEMORANDUM OF UNDERSTANDING · 2021/22 SCHOOL YEAR

Lakeside Union School District

DISTRICT NAME: _____

This agreement outlines conditions to be met by the above-named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey (CHKS), the California School Staff Survey (CSSS), and the California School Parent Survey (CSPS), which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education (CDE). Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.

I. DISTRICT AGREES TO:

- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPS) according to the procedures in the CalSCHLS Administration Instructions. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey Grades 3 through 12 as appropriate within the District. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with Grade 7 and above.
 - Follow written school board policy for active and/or passive consent and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers/proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that all staff at participating schools have the opportunity to complete the online survey (CSSS) at each school and for each grade level.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.

- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2021-2022 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument for paper administration.
- Access to the CalSCHLS System website (calschls.org).
- Access to the integrated CalSCHLS Administration Instructions on each of the survey websites, which shall cover the tasks that need to be performed in conducting the surveys, and provide step-by-step instructions to District staff with responsibility for coordinating the survey.
- Access to the CalSCHLS Administration PowerPoint presentation, which shall be posted on the CalSCHLS website.
- Monthly editions of the School Climate Connection Newsletter during the school year.
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third-party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post District CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district-level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

- a. Terms. This MOU is effective on September 1, 2021 and expires on August 31, 2022.
- b. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.
- c. Severability. The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provision hereof.
- d. Limitation of Liability. Each party shall bear all costs, risk, and liabilities incurred by it arising out of its obligations and efforts under this MOU. Neither party shall have any right to reimbursement, payment or compensation of any kind from the other party, unless expressly agreed to in writing.
- e. Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

- f. Dispute resolution. District and WestEd shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The parties shall discuss any Dispute no later than thirty (30) days after either party gives written notice to the other party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.
- g. Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.
- h. Execution. This MOU has been negotiated by all parties and shall not be strictly construed against the parties. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

California Survey Administration Fees 2021-2022

All Fees Based on CDE Subsidized Rate

Questions? Email us at calschls@wested.org

Password Protected Data Dashboard* – \$75 per eligible school

Districts may purchase a two-year subscription to a password protected, private data dashboard that displays up to six years of CalSCHLS data at the district-level and individual school level at the subsidized rate of \$75 per eligible school.

	CHKS Student	CSSS Staff	CSPS Parent
Survey Set-up Fee* – per survey type	\$150	\$150	\$150
Enrollment Fee – per student enrolled	\$0.40		
Paper Processing Fee –per parent paper copy returned for processing			\$0.40
Supplementary Modules – each supplemental module	\$100	\$100	\$100
School Reports – per school	\$75	\$75	\$75
School Climate Report Card – free with student school report			
District Raw Data – per data set	\$75	\$75	\$75
County-Wide Raw Data – per data set	\$500	\$500	\$500
County-Wide Report – per report	\$500	\$500	

* If you are a district surveying less than 100 students, the CSSS Survey Set-Up Fee will be waived.


Custom Services

Custom Modules – \$200 development fee for every three questions or fraction thereof; \$100 subsequent use of same module (with no changes)

Custom Workshops – \$125 per hour (preparation, travel, and presentation time), plus travel expenses

Other Custom Requests – \$100 per hour

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District Representative:	WestEd Staff:
	
Signature	Signature
Patricia Fernandez	
Printed name	Printed name
October 01, 2021	
Date	Date

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

Settlement Agreement and General Release

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

LSUSD and student reached a settlement agreement via mediation with the student and district attorneys.

Fiscal Impact (Cost):

Compensatory Education - \$24,500 ; Psychoeducational IEE- \$3,710; Speech/Language IEE- \$2,250; Fine Motor IEE- \$1,920 ; Attorney Fees- \$9,000. **Total Fiscal Impact: \$41,380.**

Funding Source:

Special Education

Recommended Action:

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

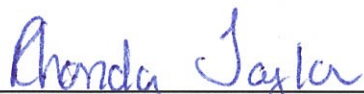
Originating Department/School: Special Education

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member  _____

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

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

Ratify consultant contract for Ninyo & Moore for GeoTechnical, Material Testing and Special Inspection Services in support of the bond modernization and new construction program.

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

On May 28, 2021, a request for proposal for GeoTech, Material Testing and Special Inspection Services was emailed to Ninyo and Moore and a proposal was received. These services are required by the Division of State Architect (DSA) to be provided for any DSA approved project and must be provided by a firm with a laboratory on the Division of State Architect's approval list. Ninyo and Moore meets these criteria and has performed worked for the District in the past. Contract for services will be held for one year on as needed basis.

It is recommended that the Governing Board authorize staff to execute the contract with Ninyo and Moore for GeoTech, Material Testing and Special Inspection Services to support the bond modernization and new construction program.

Fiscal Impact (Cost):

Services provided on an as needed basis not to exceed \$350,000.00

Funding Source:

Measure L

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Shannon Johnston,
Interim Assistant Superintendent


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

June 3, 2021

Proposal No. 108850000

Lakeside Union School District
c/o Ms. Tina Cullors
Eric Hall & Associates
5245 Avenida Encinas, Suite A
Carlsbad, California 92008

Subject: Proposal for Geotechnical, Special Inspection, and Materials Testing Services
 Lakeside Farms Elementary School Modernization
 11915 Lakeside Avenue
 Lakeside, California
 DSA Application No. 04-119706

Dear Ms. Cullors:

In accordance with your request, we are pleased to submit this proposal to provide geotechnical observation, special inspection, and materials testing services during the Lakeside Farms Elementary School Modernization project located in Lakeside, California. Based on our review of the project documents, the project will consist of the construction of an approximately 1,600 square-foot (sf) structural addition and alteration to Building 100, and alterations to Buildings 200, 300, and 400. The structural addition to Building 100 will be constructed of wood-framed walls to support a wood joist and glulam beam roofing structure. Foundational support for the structural addition will be provided by continuous wall footings and a 15-inch thick concrete slab-on-grade. Alterations to Buildings 200, 300, and 400 will consist of interior modernizations. Additional improvements will include the construction of two shade shelters, a trash enclosure, concrete flatwork, and asphalt concrete (AC) pavement.

A geotechnical subsurface evaluation report prepared by Construction Testing & Engineering, Inc. (CTE), dated November 5, 2020, was provided with the electronically distributed project documents. The report indicates that the site is generally underlain by a layer of Young Alluvium over granitic rock. As recommended in the report, overexcavations within the building pad footprint should extend to a depth of 2 feet below the existing or proposed grade, whichever is deeper. Additional recommendations included within the report state that overexcavations in the flatwork and pavement areas should extend to a depth of 2 feet below existing subgrade of depth of suitable material, whichever is greater. It is anticipated that the soils generated from overexcavation activities will be reused onsite as engineered fill.

Our estimated fee and scope of services was prepared based on our review of the Division of the State Architect (DSA) project plans, specifications, and Form 103 (dated March 23, 2021), as well as the project geotechnical report (dated November 5, 2020). Our proposal was prepared without the benefit of a project construction schedule. After the formulation of a project schedule, our hours may be re-evaluated.

SCOPE OF SERVICES

We propose to provide geotechnical observation, special inspection, and materials testing services during the construction of this project. We anticipate our services to include:

- Attending preconstruction and site meetings as requested.
- Geologic/engineering field services to evaluate the bottom of removal excavations and suitability of foundation excavations.
- Providing field observation and in-place density testing during building pad preparation, subgrade preparation, utility trench backfill, wall backfill, and placement of aggregate base material.
- Performing laboratory testing of materials used during the earthwork operations. Tests to be performed are anticipated to include an evaluation of the Proctor density and optimum moisture content. Tests in addition to these may be performed if requested.
- Providing field observation and in-place density testing during AC paving operations.
- Performing laboratory testing of materials used during AC paving operations. Tests to be performed are anticipated to include Hveem stability and unit weight determination as well as percent asphalt determination. Tests in addition to these may be performed if requested.
- Performing a review of the concrete mix designs used for structural concrete.
- Sampling and tagging of reinforcing steel at the supplier's facility. Per the DSA Interpretation of Regulations Document IR 17-10, samples of the reinforcing steel will be obtained from bundles or coils identified by the manufacturer's mill and returned to the laboratory for conformance testing. After laboratory testing, the fabricated reinforcing steel will be tagged for shipment to the site. This will result in two trips to the fabricator for each shipment of steel. It is anticipated that the supplier's facility will be located within the County of San Diego.
- Performing batch plans inspection during the production of structural concrete.
- Performing sampling and testing during placement of structural concrete. Our American Concrete Institute (ACI) technician will test the sampled material for temperature, air content, and slump, as well as cast 1 set of 5 cylinders for every 50 cubic yards of concrete, or fraction thereof, poured per day.
- Performing special inspection during the placement and grouting of structural masonry block. Mortar, grout, and block conformance samples will be fabricated and tested for their compressive strength in accordance with the California Building Code (CBC) Standards for masonry.

- Performing special inspection during shop fabrication of structural steel components. Welding inspection will include the review of project plans and shop drawings, welding procedures, welder qualifications, proper fit-up, preheat, weld length, and weld quality. It is anticipated that the fabrication shop will be located within the County of San Diego.
- Providing special inspection during the field welding operations. Welding inspection will include review of the project plans and shop drawings, welding procedures, welder qualifications, proper fit-up, preheat, weld length, and weld quality.
- Providing special inspection during the installation of post-installed anchors.
- Performing load testing of post-installed anchors.
- Coring of CMU walls to extract samples for shear bond testing.
- Performing laboratory conformance testing of reinforcing steel, masonry grout, mortar, CMU block, CMU cores, and structural concrete.
- Contracting with a third-party inspector to perform shop fabrication inspection during the fabrication of the shade shelters. It is anticipated that the fabrication of the shade shelters will be performed in Salem, Illinois. If fabrication is performed elsewhere, additional fees may apply.
- Contracting with a third-party inspector to perform shop fabrication inspection during the fabrication of the glulam beams. It is anticipated that the glulam beams will be fabricated in Oregon. In the event that the glulam beams are fabricated elsewhere, additional fees may apply.
- Providing engineering consultation and project management, including distribution of field reports, test reports, Interim Verified Reports, and Final Verified Report.
- Reviewing for and preparing Geotechnical Verified Reports (DSA 293) and Laboratory Verified Reports (DSA 291) for submittal to the DSA as required for the proper DSA 152 closeout.

ASSUMPTIONS

We prepared this proposal with the following assumptions:

- Our services will be coordinated by the project inspector or the District's designated representative.
- This project is subject to San Diego's Prevailing Wage Determination 2021-1D.
- Work will be performed during normal business days (Monday through Friday) and during normal business hours.
- Structural steel and reinforcing steel fabrication facilities will be located within the County of San Diego. If the fabrication facilities are located elsewhere, additional fees may apply.

FEE ESTIMATE

The geotechnical observation, special inspection, and materials testing services described above will be provided on a time-and-materials basis accrued in accordance with the Schedule of Fees within our on-call agreement with the District. The estimated fee for the geotechnical observation, special inspection, and materials testing services is \$43,683 (Forty-Three Thousand Six Hundred Eighty-Three Dollars). A breakdown of the fee is presented in the attached Table 1.

The estimated fee is based on our review of the project documents and without the benefit of a project construction schedule. It should be noted that the performance of the subcontractors can substantially affect the duration of our services. Requested engineering, geotechnical observation, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in the attached table will be provided, based on time-and-materials, in accordance with the attached Schedule of Fees.

If this proposal meets with your approval, please forward your contract documents to our office authorizing us to begin work on this project. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE



Jeremiah J. Harrington, EIT
Project Engineer



Jeffrey T. Kent, PE, GE
Principal Engineer

JH/JTK/gg

Attachment: Table 1 – Estimated Fee Breakdown

Table 1 – Estimated Fee Breakdown**Field Services & Site Meetings**

Senior Engineer/Geologist, Meetings	4 hours	\$168.00 /hour	\$ 672.00
Senior Staff Engineer/Geologist, Removals & Foundations	12 hours	\$142.00 /hour	\$ 1,704.00
Field Technician, Building Pad Preparation	24 hours	\$102.00 /hour	\$ 2,448.00
Field Technician, Sitework	20 hours	\$102.00 /hour	\$ 2,040.00
Field Technician, Trench Backfill	20 hours	\$102.00 /hour	\$ 2,040.00
Field Technician, Subgrade & Aggregate Base	20 hours	\$102.00 /hour	\$ 2,040.00
Field Technician, Asphalt Concrete	8 hours	\$102.00 /hour	\$ 816.00
Field Technician, Sampling & Tagging	8 hours	\$102.00 /hour	\$ 816.00
Concrete/Asphalt Batch Plant Inspector	20 hours	\$102.00 /hour	\$ 2,040.00
ACI Concrete Technician	20 hours	\$102.00 /hour	\$ 2,040.00
Reinforced Masonry, Special Inspector	32 hours	\$102.00 /hour	\$ 3,264.00
Structural Steel/Welding, Special Inspector, Shop	20 hours	\$102.00 /hour	\$ 2,040.00
Structural Steel/Welding, Special Inspector, Field	32 hours	\$102.00 /hour	\$ 3,264.00
Post-Installed Anchor, Special Inspector	12 hours	\$102.00 /hour	\$ 1,224.00
Pull Test Technician and Equipment	8 hours	\$97.00 /hour	\$ 776.00
Third-Party Fabrication Inspection, Glulam		Estimate	\$ 5,865.00
Third-Party Fabrication Inspection, Shade Shelters		Estimate	\$ 1,740.00
Subtotal			\$ 34,829.00

Laboratory Testing

Proctor Density	2 tests	\$220.00 /test	\$ 440.00
Hveem Stability and Unit Weight	1 tests	\$225.00 /test	\$ 225.00
Extraction, % Asphalt, including Gradation	1 tests	\$250.00 /test	\$ 250.00
Reinforcing Tensile or Bend up to No. 11	10 tests	\$75.00 /test	\$ 750.00
Masonry Grout, 3x3x6 prism compression	9 tests	\$45.00 /test	\$ 405.00
Masonry Mortar, 2x4 cylinder compression	6 tests	\$35.00 /test	\$ 210.00
Concrete Block Conformance Package	1 tests	\$500.00 /test	\$ 500.00
Cores, Compression or Shear Bond	4 tests	\$60.00 /test	\$ 240.00
Concrete Compression Tests	30 tests	\$35.00 /test	\$ 1,050.00
Subtotal			\$ 4,070.00

Project Management and Lab Testing Review

Principal Engineer/Geologist	8 hours	\$178.00 /hour	\$ 1,424.00
Senior Engineer/Geologist	20 hours	\$168.00 /hour	\$ 3,360.00
Subtotal			\$ 4,784.00

ESTIMATED FEE**\$ 43,683.00**

June 3, 2021
Proposal No. 108850000

Lakeside Union School District
c/o Ms. Tina Cullors
Eric Hall & Associates
5245 Avenida Encinas, Suite A
Carlsbad, California 92008

Subject: Proposal for Geotechnical, Special Inspection, and Materials Testing Services
Lindo Park Elementary School – Multi-Purpose Room Reconstruction
12824 Lakeshore Drive
Lakeside, California
DSA Application No. 04-119705

Dear Ms. Cullors:

In accordance with your request, we are pleased to submit this proposal to provide geotechnical observation, special inspection, and materials testing services during reconstruction of the Multi-Purpose Room at the Lindo Park Elementary School campus located in Lakeside, California. Based on our review of the project documents, the project will consist of the construction of an approximately 6,000 square-foot (sf) single-story structure. The structure will be constructed of wood-framed walls and hollow structural section (HSS) steel columns to support a combination of wood joist and HSS truss roofing systems. Foundational support for the structure will be provided by continuous wall footings, spread footings under the columns, and a slab-on-grade. Additional improvements for this project include construction of a concrete masonry unit (CMU) trash enclosure, CMU retaining walls, concrete ramps and stairs for paths of travel, underground utilities, general site surface improvements, concrete flatwork, and asphalt concrete (AC) pavements.

A geotechnical subsurface evaluation report prepared by Construction Testing & Engineering, Inc. (CTE), dated October 1, 2020, was provided with the electronically distributed project documents. The report indicates that the site is generally underlain by an approximately 6-foot layer of fill material over Young Alluvium. As recommended in the report, overexcavations within the building pad footprint should extend to a depth of 2 feet below the bottom of the proposed foundations or to the depth of the native material. Additional recommendations included within the report state that overexcavations in the flatwork and pavement areas should extend to a depth of 2 feet below existing subgrade of depth of suitable material, whichever is greater. It is anticipated that the soils generated from overexcavation activities will be reused onsite as engineered fill.

Our estimated fee and scope of services was prepared based on our review of the Division of the State Architect (DSA) project plans, specifications, and Form 103 (dated March 30, 2021), as well as the project geotechnical report (dated October 1, 2020). Our proposal was prepared without the benefit of a project construction schedule. After the formulation of a project schedule, our hours may be re-evaluated.

SCOPE OF SERVICES

We propose to provide geotechnical observation, special inspection, and materials testing services during the construction of this project. We anticipate our services to include:

- Attending preconstruction and site meetings as requested.
- Geologic/engineering field services to evaluate the bottom of removal excavations and suitability of foundation excavations.
- Providing field observation and in-place density testing during building pad preparation, subgrade preparation, utility trench backfill, wall backfill, and placement of aggregate base material.
- Performing laboratory testing of materials used during the earthwork operations. Tests to be performed are anticipated to include an evaluation of the Proctor density and optimum moisture content. Tests in addition to these may be performed if requested.
- Providing field observation and in-place density testing during AC paving operations.
- Performing laboratory testing of materials used during AC paving operations. Tests to be performed are anticipated to include Hveem stability and unit weight determination as well as percent asphalt determination. Tests in addition to these may be performed if requested.
- Performing a review of the concrete mix designs used for structural concrete.
- Sampling and tagging of reinforcing steel at the supplier's facility. Per the DSA Interpretation of Regulations Document IR 17-10, samples of the reinforcing steel will be obtained from bundles or coils identified by the manufacturer's mill and returned to the laboratory for conformance testing. After laboratory testing, the fabricated reinforcing steel will be tagged for shipment to the site. This will result in two trips to the fabricator for each shipment of steel. It is anticipated that the supplier's facility will be located within the County of San Diego.
- Performing sampling and testing during placement of structural concrete. Our American Concrete Institute (ACI) technician will test the sampled material for temperature, air content, and slump, as well as cast 1 set of 5 cylinders for every 50 cubic yards of concrete, or fraction thereof, poured per day.
- Performing special inspection during the placement and grouting of structural masonry block. Mortar, grout and block conformance samples will be fabricated and tested for their compressive strength in accordance with the California Building Code (CBC) Standards for masonry.

- Performing special inspection during shop fabrication of structural steel components. Welding inspection will include the review of project plans and shop drawings, welding procedures, welder qualifications, proper fit-up, preheat, weld length, and weld quality. It is anticipated that the fabrication shop will be located within the County of San Diego.
- Providing special inspection during the field welding and high strength bolting operations. Welding inspection will include review of the project plans and shop drawings, welding procedures, welder qualifications, proper fit-up, preheat, weld length, and weld quality. Inspection of the high strength bolting will include review of the mill certificates, verification of bearing surfaces, alignment, tightening, and testing by specified methods for connection type.
- Sampling of non-shrink grout.
- Performing special inspection of metal decking.
- Providing special inspection during the installation of post-installed anchors.
- Performing load testing of post-installed anchors.
- Coring of CMU walls to extract samples for shear bond testing.
- Performing laboratory conformance testing of reinforcing steel, high strength bolts, masonry grout, mortar, CMU block, CMU cores, non-shrink grout, and structural concrete.
- Providing engineering consultation and project management, including distribution of field reports, test reports, Interim Verified Reports, and Final Verified Report.
- Reviewing for and preparing Geotechnical Verified Reports (DSA 293) and Laboratory Verified Reports (DSA 291) for submittal to the DSA as required for the proper DSA 152 closeout.

ASSUMPTIONS

We prepared this proposal with the following assumptions:

- Our services will be coordinated by the project inspector or the District's designated representative.
- This project is subject to San Diego's Prevailing Wage Determination 2021-1D.
- Work will be performed during normal business days (Monday through Friday) and during normal business hours.
- Structural steel and reinforcing steel fabrication facilities will be located within the County of San Diego. If the fabrication facilities are located elsewhere, additional fees may apply.

FEE ESTIMATE

The geotechnical observation, special inspection, and materials testing services described above will be provided on a time-and-materials basis accrued in accordance with the Schedule of Fees within our on-call agreement with the District. The estimated fee for the geotechnical observation, special inspection, and materials testing services is \$49,840 (Forty-Nine Thousand Eight Hundred Forty Dollars). A breakdown of the fee is presented in the attached Table 1.

The estimated fee is based on our review of the project documents and without the benefit of a project construction schedule. It should be noted that the performance of the subcontractors can substantially affect the duration of our services. Requested engineering, geotechnical observation, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in the attached table will be provided, based on time-and-materials, in accordance with the attached Schedule of Fees.

If this proposal meets with your approval, please forward your contract documents to our office authorizing us to begin work on this project. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE



Jeremiah J. Harrington, EIT
Project Engineer



Jeffrey T. Kent, PE, GE
Principal Engineer

JH/JTK/gg

Attachment: Table 1 – Estimated Fee Breakdown

Table 1 – Estimated Fee Breakdown**Field Services & Site Meetings**

Senior Engineer/Geologist, Meetings	8 hours	\$168.00 /hour	\$ 1,344.00
Senior Staff Engineer/Geologist, Removals & Foundations	12 hours	\$142.00 /hour	\$ 1,704.00
Field Technician, Building Pad Preparation	40 hours	\$102.00 /hour	\$ 4,080.00
Field Technician, Sitework	40 hours	\$102.00 /hour	\$ 4,080.00
Field Technician, Subgrade & Aggregate Base	24 hours	\$102.00 /hour	\$ 2,448.00
Field Technician, Asphalt Concrete	8 hours	\$102.00 /hour	\$ 816.00
Field Technician, Sampling & Tagging	16 hours	\$102.00 /hour	\$ 1,632.00
Concrete/Asphalt Batch Plant Inspector	32 hours	\$102.00 /hour	\$ 3,264.00
ACI Concrete Technician	32 hours	\$102.00 /hour	\$ 3,264.00
Reinforced Masonry, Special Inspector	40 hours	\$102.00 /hour	\$ 4,080.00
Structural Steel/Welding, Special Inspector, Shop	40 hours	\$102.00 /hour	\$ 4,080.00
Structural Steel/Welding, Special Inspector, Field	40 hours	\$102.00 /hour	\$ 4,080.00
Post-Installed Anchor, Special Inspector	12 hours	\$102.00 /hour	\$ 1,224.00
Pull Test Technician and Equipment	12 hours	\$97.00 /hour	\$ 1,164.00
Subtotal			\$ 37,260.00

Laboratory Testing

Proctor Density	4 tests	\$220.00 /test	\$ 880.00
Hveem Stability and Unit Weight	1 tests	\$225.00 /test	\$ 225.00
Extraction, % Asphalt, including Gradation	1 tests	\$250.00 /test	\$ 250.00
Reinforcing Tensile or Bend up to No. 11	16 tests	\$75.00 /test	\$ 1,200.00
High Strength Bolt, Nut & Washer Conformance, set	3 tests	\$150.00 /test	\$ 450.00
Masonry Grout, 3x3x6 prism compression	16 tests	\$45.00 /test	\$ 720.00
Masonry Mortar, 2x4 cylinder compression	18 tests	\$35.00 /test	\$ 630.00
Concrete Block Conformance Package	2 tests	\$500.00 /test	\$ 1,000.00
Cores, Compression or Shear Bond	4 tests	\$60.00 /test	\$ 240.00
2x2x2 Non-Shrink Grout	6 tests	\$45.00 /test	\$ 270.00
Concrete Compression Tests	45 tests	\$35.00 /test	\$ 1,575.00
Subtotal			\$ 7,440.00

Project Management and Lab Testing Review

Principal Engineer/Geologist	10 hours	\$178.00 /hour	\$ 1,780.00
Senior Engineer/Geologist	20 hours	\$168.00 /hour	\$ 3,360.00
Subtotal			\$ 5,140.00

ESTIMATED FEE	\$ 49,840.00
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December 18, 2020
Project No. 108850000

Lakeside Union School District
c/o Ms. Tina Cullors
Eric Hall & Associates
5245 Avenida Encinas, Suite A
Carlsbad, California 92008

Subject: Proposal for Geotechnical, Special Inspection, and Materials Testing Services
Tierra Del Sol Middle School - New Gymnasium/MPR Building
9611 Petite Lane, Lakeside, California
DSA Application No. 04-119233

Dear Ms. Cullors:

In accordance with your request, we are pleased to submit this proposal to provide geotechnical, special inspection, and materials testing services during construction of new Gymnasium and Multi-Purpose Room (MPR) building project at the Tierra Del Sol Middle School campus in Lakeside, California. Based on our review of the project documents, the project will include the construction of the new gymnasium/MPR building and associated site improvements including a new asphalt concrete (AC) paved fire lane, retaining walls to support the new fire lane, concrete flatwork, and underground utilities for the new building. The building is to consist of structural steel framing supported on shallow foundations with a concrete slab-on-grade floor.

Our office previously prepared the geotechnical design report for the subject project. The report indicates that the site is generally underlain by existing fill materials which are in turn underlain by granitic rock. As part of the site development, the report recommends that the building pad subgrade soils be overexcavated and recompacted to a depth of 5 feet.

The following scope of services and estimated fee was prepared based on our review of the project plans, specifications, and the Division of the State Architect (DSA) Form 103 (with DSA stamp date of October 6, 2020). Our proposal was prepared without the benefit of a project construction schedule. After the formulation of a project schedule, our hours may be re-evaluated.

PROPOSED SCOPE OF SERVICES

We propose to provide geotechnical, special inspection, and materials testing services during construction. Our scope of services is anticipated to include the following:

- Attending preconstruction and site meetings, as requested.
- Geologic/engineering field services to evaluate the bottom of removal excavations and the suitability of foundation excavations.
- Providing geotechnical observation and in-place density testing during earthwork operations including building pad preparation, retaining wall backfill, backfill of underground utilities, and subgrade preparation for flatwork and pavements.
- Providing geotechnical observation and in-place density testing during paving operations.
- Performing laboratory testing of materials used during earthwork operations. The tests to be performed are anticipated to include Proctor density/optimum moisture content determination. Additional tests may be performed, if requested.
- Performing laboratory testing of materials used during paving operations. The tests to be performed are anticipated to include percent asphalt by extraction with gradation and Hveem stability with unit weight. Additional tests may be performed, if requested.
- Sampling and tagging of reinforcing steel at the supplier's facility. Per the DSA Interpretation of Regulations Document IR 17-10, samples of the reinforcing steel will be obtained from bundles or coils identified by the manufacturer's mill and returned to the laboratory for conformance testing. After laboratory testing, the fabricated reinforcing steel will be tagged for shipment to the site. This will result in two trips to the fabricator for each shipment of steel. It is anticipated that the supplier's facility will be located within the County of San Diego.
- Performing a review of the structural concrete mix design submittals.
- Providing concrete batch plant inspection during the production of structural concrete to be utilized on the project.
- Performing field sampling by our American Concrete Institute (ACI) technician during placement of the structural concrete. Our technician will test the sampled material for temperature, air content, and slump, as well as cast one set of five concrete cylinders for every 50 cubic yards, or fraction thereof, poured in a day.
- Special inspection by our certified inspector during shop fabrication of structural steel components. Welding inspection will include review of project plans and shop drawings, welding procedures, welder qualifications, proper fit-up, preheat, weld length, and weld quality. It is anticipated that the fabrication shop will be located within the County of San Diego.

- Special inspection by our certified inspector of the field welding and high strength bolting operations. Welding inspection will include review of project plans and shop drawings, welding procedures, welder qualifications, proper fit-up, preheat, weld length, and weld quality. Inspection of high strength bolting will include review of mill certificates, verification of bearing surfaces, alignment, tightening, and testing by specified methods for connection type.
- Nondestructive testing of the welded steel in accordance with CBC Standards.
- Performing periodic special inspection by our certified inspector of the field installation of the metal stud framing.
- Performing special inspection during installation of post-installed anchors.
- Performing load testing of post-installed anchors.
- Performing load testing of ceiling wires.
- Preparing samples of non-shrink grout.
- Performing laboratory testing to evaluate conformance of reinforcing steel, structural concrete, non-shrink grout, and high-strength bolt assemblies.
- Providing engineering consultation and project management, including distribution of field reports, test reports, and Final Verified Reports.
- Reviewing for and preparing Geotechnical Verified Reports (DSA 293) and Laboratory Verified Reports (DSA 291) for submittal to the Project Inspector, project team, and DSA as required for proper DSA 152 closeout.

ASSUMPTIONS

Our fee estimate is based on the following assumptions:

- Our services will be coordinated and scheduled, as needed, by the Project Inspector or the client's designated representative.
- The Project Inspector will provide reinforced concrete inspection.
- This project is subject to California's Prevailing Wages under determination year 2020-2D.
- No testing or inspection of concrete will be performed for flatwork.
- The DSA Form 103 indicates that special inspection and materials testing of masonry construction is to be performed. However, our review of the project plans indicated that the project does not have any masonry components. Accordingly, we have assumed that the special inspection and materials testing of masonry construction is not needed for this project.
- Work will be performed during normal business days (Monday through Friday) and during normal business hours.

ESTIMATED FEE

The geotechnical, special inspection, and materials testing services described above will be provided on a time-and-expense basis accrued in accordance with the current schedule of fees included in our master on-call contract with the Lakeside Union School District. The estimated fee for the services described above will be \$92,378 (Ninety-Two Thousand Three Hundred Seventy-Eight Dollars). A breakdown of this fee is presented in the attached Table 1.

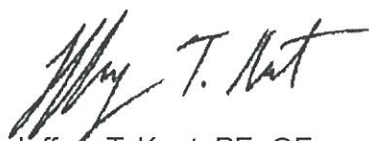
Our estimated costs are based on our assumptions of the anticipated services and do not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. It should be noted that the performance of the contractor can substantially affect the duration of our services. Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in Table 1 will be provided, based on time and materials. Our fee does not include time to review drawings, preparation of construction specifications, meetings and other activities requested that are not presented in our estimated fee breakdown.

We look forward to working with you on this project. If you are in agreement with this proposal, please forward to us an executed Purchase Order.

Respectfully submitted,
NINYO & MOORE



Gabriel Smith, PE, GE
Project Engineer



Jeffrey T. Kent, PE, GE
Principal Engineer

GS/JTK/gg

Attachment: Table 1 – Breakdown of Estimated Fee

Distribution: (1) Addressee (via e-mail)

Table 1 – Breakdown of Estimated Fee**Field Services**

Senior Staff Engineer/Geologist	20 hours @	\$142.00 /hour	\$ 2,840.00
Field Technician	200 hours @	\$102.00 /hour	\$ 20,400.00
Concrete/Asphalt Batch Plant Inspector	40 hours @	\$102.00 /hour	\$ 4,080.00
ACI Concrete Technician	40 hours @	\$102.00 /hour	\$ 4,080.00
Structural Steel/Welding, Special Inspector	160 hours @	\$102.00 /hour	\$ 16,320.00
Structural Steel/Welding, Special Inspector	160 hours @	\$102.00 /hour	\$ 16,320.00
Nondestructive Testing Technician	40 hours @	\$102.00 /hour	\$ 4,080.00
Post Installed Anchor, Special Inspector	24 hours @	\$102.00 /hour	\$ 2,448.00
Anchor Load Test Technician and Equipment	20 hours @	\$97.00 /hour	\$ 1,940.00
Subtotal			\$ 72,508.00

Laboratory Analyses

Proctor Density	3 tests @	\$220.00 /test	\$ 660.00
Reinforcing Tensile or Bend up to No. 11	18 tests @	\$75.00 /test	\$ 1,350.00
Compression Tests	70 tests @	\$35.00 /test	\$ 2,450.00
Non-Shrink Grout Compression	9 tests @	\$55.00 /test	\$ 495.00
High Strength Bolt, Nut & Washer Conformance, set	12 tests @	\$150.00 /test	\$ 1,800.00
Extraction, % Asphalt, including Gradation, D 2172, CT 310	1 test @	\$250.00 /test	\$ 250.00
Hveem Stability and Unit Weight CTM or ASTM, CT 366	1 test @	\$225.00 /test	\$ 225.00
Subtotal			\$ 7,230.00

Project Management, Technical Support, and Report Preparation

Principal Engineer/Geologist	20 hours @	\$178.00 /hour	\$ 3,560.00
Project Engineer/Geologist	40 hours @	\$156.00 /hour	\$ 6,240.00
Senior Staff Engineer/Geologist	20 hours @	\$142.00 /hour	\$ 2,840.00
Subtotal			\$ 12,640.00

TOTAL ESTIMATED FEE	\$ 92,378.00
----------------------------	---------------------

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

Ratify consultant contract for Blue Coast Consulting for Inspector of Record (IOR) Services in support of the modernization of the multi-purpose building and new construction of the new gymnasium building at Tierra del Sol Middle School projects.

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

The current inspection firm is under contract with the District which needs to be amended for the 2021-2022 Fiscal Year. Accordingly, it is necessary to amend Blue Coast contract and continue to provide inspection services on the modernization and new construction at Tierra del Sol Middle School projects.

These services are required by the Division of State Architect (DSA) to be provided for any DSA approved project and must be provided by a firm that is State of California certified. Quality Control Consultants, Inc. meets these requirements. IOR services certify that the work shown on DSA approved plans meets the DSA and the California Building Codes standards.

It is recommended that the Governing Board ratify the contract with Blue Coast Consulting for Inspector of Record services to support the modernization projects at Tierra del Sol Middle School.

Fiscal Impact (Cost):

These services will be provided on an as needed basis not to exceed \$100,000.00

Funding Source:

Measure L

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Shannon Johnston,
Interim Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member  _____



LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2020

Agenda Item:

Ratify Change orders #11, #12, #13, #14 and #19 for SWCS, Inc on the Tierra del Sol multi-purpose/Kitchen/Classroom modernization project.

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

On April 15, 2021, the Governing Board awarded a contract for the Modernization and New Construction of Multi-purpose Room/Kitchen/Classroom project at Tierra del Sol Middle School in the amount of \$1,881,023.00 to SWCS, Inc. In the bid it included a \$30,000.00 allowance to cover changes for unforeseen conditions. Change orders #11, #12, #13, #14 and #19 listed below have been submitted by the contractor to correct additional unforeseen conditions. These changes have been reviewed by the architect and District Staff and are considered necessary and the prices are considered fair and reasonable in the amount of \$31,232.60 have previously been issued to the SWCS, Inc. contract for Multi—purpose Room Modernization at Tierra del Sol Middle School.

The following change orders has been issued to the SWCS, Inc. contract in the amount of \$31,232.60 for the Tierra del Sol multi-purpose modernization contract.

Change orders as follows:

Change Order Number	Description	Amount
11	Moisture Barrier in MPR	\$ 13,375.88
12	Insulation in the MPR ceiling was removed during a previous project and needs to be replaced.	\$ 8,750.97
13	Framing at the soffit	\$ 3,846.28
14	(2) 2'x4' wood extensions in 15 locations	\$ 1,379.86
19	Stage curtain changes	\$ 3,879.61
Sub-Total		\$ 31,232.60

In the about of \$31,232.60 for a new contract amount of \$1,912,255.60

Fiscal Impact (Cost):

\$31,232.60

Funding Source:

Measure L

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**

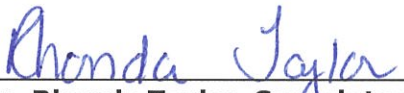
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Shannon Johnston,
Interim Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member  _____



Southwest Construction Services

11653 Riverside Drive, Ste.153

Lakeside, CA 92040

O: 619-258-9944

F: 619-258-9946

Project: TDS MS Multi Purpose Modernization

To: Tina Cullers
Eric Hall & Associates
5245 Avenida Encinitas #A
Carlsbad, CA 92008

RE: PCO__11__

Description:

Moisture testing on the floor in the MPR room came back exceeding the manufacturer's recommended limits. Koester vapor barrier is required.

Submitted by:

A handwritten signature in cursive script, appearing to read 'Tina Cullers'.

Approval by:

A handwritten signature in cursive script, appearing to read 'Tina Cullers'.

Tina Cullers

A handwritten signature in cursive script, appearing to read 'Debra Vaughan-Cleff'.

Debra Vaughan-Cleff, PE

A handwritten signature in cursive script, appearing to read 'Shannon Johnston'.



11653 Riverside Dr. Ste. 153 Lakeside, CA 92040 P-619-258-9944 F-619-258-9946 Lic. # 967347

TITLE: RFI 51 Vapor barrier in MPR
PROJECT: TDS MS Multi Purpose Modernization
TO: Attn: Tina Cullors
Eric Hall & Associates
5245 Avenida Encinas # A
Carlsbad, CA 92008
Phone: 760-602-9352

PROPOSED CHANGE ORDER

NO. 11
DATE: 08/12/2021
JOB: 21-158
CONTRACT/PO: 2021-10
SUBMITTED: 08/12/2021
COMPLETED:
REQUIRED:

DESCRIPTION

Moisture testing in the MPR exceeded the manufacturer's recommendation so 2,189 SF of Koester is required.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		2189 SF of Koester installed at \$5.50 SF		2,189.000	SF	5.50	12,039.50
Item Total:							\$12,039.50
Total:							\$0.00
10% overhead & profit							\$1,203.95
1% Bond							\$132.43
Total:							\$13,375.88

APPROVAL

By: _____
Kathleen Strom
Date: 08/12/2021

By: _____
Date: _____



11653 Riverside Dr. Ste. 153 Lakeside, CA 92040 P-619-258-9944 F-619-258-9946 Lic. # 967347

TITLE: Koster Moisture Barrier

PROJECT: TDS MS Multi Purpose Modernization

TO: Attn: Tina Cullors
Eric Hall & Associates
5245 Avenida Encinas # A
Carlsbad, CA 92008
Phone: 760-602-9352

REQUEST FOR INFORMATION

NO. 51

DATE: 08/11/2021

JOB: 21-158

CONTRACT/PO: 2021-10

STARTED: 08/11/2021

COMPLETED:

REQUIRED: 08/09/2021

REQUEST:

Scheduling Impact: ☒

Monetary Impact: ☒

Per moisture test results (attached) we recommend using a koster moisture barrier.
2189 sq ft.
ROM = \$13,500.00

ANSWER:

Requested By:

Date: 08/11/2021

Signed: _____

Date: 8/11/2021

To: EMANUEL GUERRERO

Customer PO:

21-158



DFS FLOORING

10178 Willow Creek Road

San Diego, CA 92131

Phone: (858) 630-5200

Fax : (858) 630-5201

Contractors License# 999046

DIR # 1000006695

Change Order Request

Job No: 209680

Request #: 3

CO #: 0

Invoice To:

SOUTHWEST CONSTRUCTION
11653 RIVERSIDE DR STE 153
LAKESIDE, CA 92040

Project:

TIERRA DEL SOL MS
9611 PETITE LANE
LAKESIDE, CA 92040

EMANUEL GUERRERO

Phone: (619) 258-9944 - 310

MIKE CROWE

Phone: (619) 807-0903

From:	Project Manager:	Estimator:
TOM BROWN	Lomeli, Evelyn	

Description of Change Order Request:

KOSTER MOISTURE BARRIER

KOSTER MOISTURE BARRIER

ADD

Manufacturer

Style

Color Name:

Color Number:

Ft Wide:

Ft Long:

Quantity: UOM:

1 MOISTURE SUPPRESSANT SYSTEM
KOSTER AMERICAS
MOISTURE SEALER

STANDARD

0.00

2,189.00

SF

0.00

Total ADD

\$12,039.50

Total This Option - Tax Included :

\$12,039.50

SALESMAN'S SIGNATURE

Approximate Installation Start Date:

CUSTOMER'S AUTHORIZATION

Test Crete

Concrete Testing Services

ASTM F2170 - 18 Test Results

Concrete Relative Humidity Test

DATE: 8/5/2021

TO: DFS

ATTN: Tom Brown

RE: Tierra Del Sol MS

Please review following report for RH concrete moisture testing. All test were performed in accordance with ASTM F2170 18 using the Wagner RH L 6 method. Note that RH readings are subject to a tolerance of 3% + or - . All readings were taken at time of testing.

The floor covering and coatings manufactures require concrete moisture and PH testing prior to installation of products to meet performance and warranty guidelines. An excessive amount of moisture and or PH , can cause flooring and coatings failures. Please see manufactures guidelines in reference to limits of concrete moisture and PH.

Sincerely,

Mark Kelley
Test Crete

Test Crete

Concrete Testing Services

ASTM F2170 - 18 Test Results

Concrete Relative Humidity Test

Job Tierra Del Sol MS
Address 9611 Petite Ln
Customer DFS

Probe :
Wagner RH L6 Sensor

Date Test Installed	8/4/2021
Time Test Installed	11am
Date Test Readings	8/5/2021
Time Test Readings	11am
Concrete Thickness	6"

Ambient Air Degrees. F	92 f
Ambient Air Humidity	44%
Equalibrium Time	24 hr
PH High	9
PH Low	9

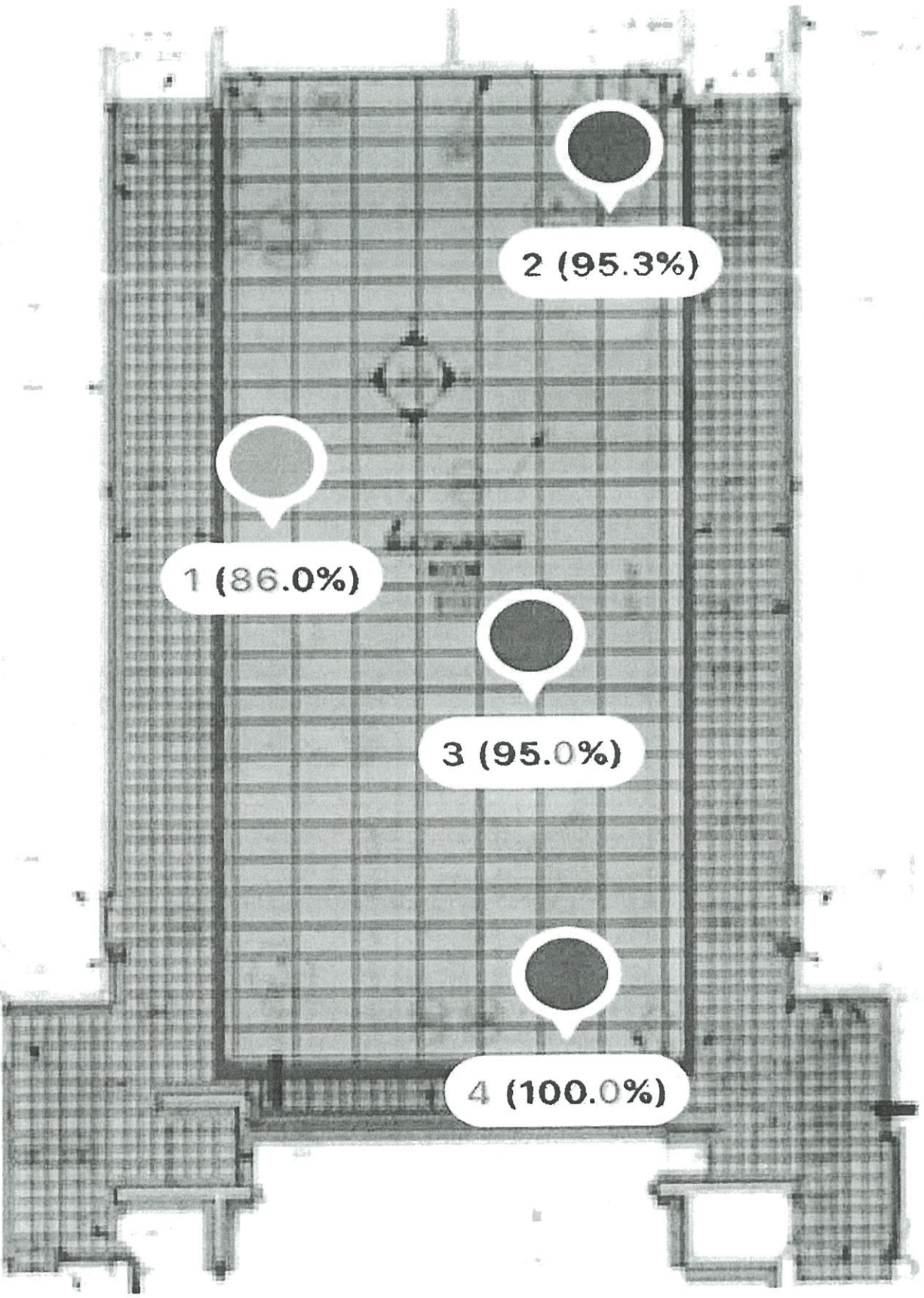
Test #	Probe Serial #	%RH	Con. Temp	Depth	PH	Test Date	Test Time	Comments
1	f456	86%	81	2.4"	9	8/5/2021	1:15pm	On new trench
2	d000	95%	80	2.4"	9	8/5/2021	1:16pm	
3	cb47	95%	81	2.4"	9	8/5/2021	1:17pm	
4	d333	100%	81	2.4"	9	8/5/2021	1:18pm	
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

Lo % RH	Hi % RH	On Grade	Under Slab Moisture Barrier Present
86%	100%	Yes	Not Confirmed

Note: Test NOT per ASTM standards if test area is not in service conditions for 48 hrs during testing.

Technician -

Mark Kelley



Data Report

No: 112977492021080520173187

Notes: petite In

Description:

SN: 11297749

Storage Interval: 60 s

Alarm Settings: -4.0 , 212°F

Total Records: 1440

Temp Max/Min/Avg/MKT: 84.7 / 77.7 / 81.5 / 81.5°F

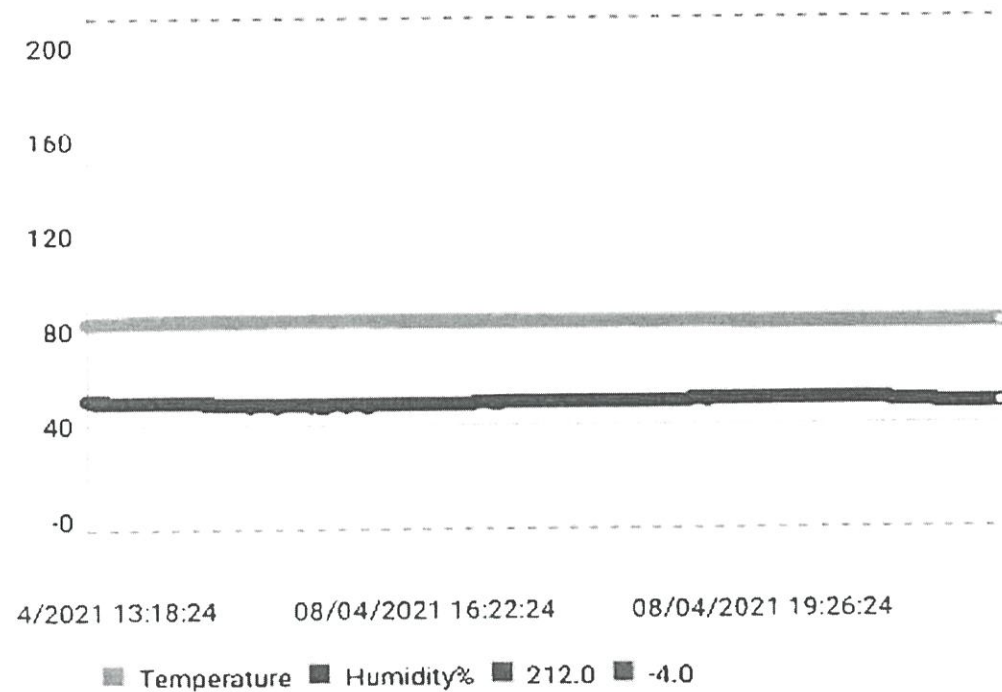
Humidity Max/Min/Avg: 61 / 47 / 50.3 %

Start Time: 08/04/2021 13:18:24

End Time: 08/05/2021 13:17:16

Total Time: 23:58:52

Temperature and Humidity Graph



Calibration Certification

Name and address of the manufacturer: **Sensirion AG**
Laubieruetstrasse 50
CH-8712 Switzerland

Description: Digital Humidity- and Temperature Sensors

- | | |
|---------|---------|
| • SHT1x | • SHT2x |
| • SHT3x | • SHT7x |
| • SHTC1 | • SHTW1 |
| • STS21 | • STSC1 |

The above mentioned products are calibrated to meet the specifications according to the corresponding Sensirion data sheet. Each device is individually tested after its calibration.

Sensirion uses transfer standards for the calibration. These transfer standards are themselves subject to a scheduled calibration procedure. The calibration of the reference itself used for the calibration of the transfer standards is performed by an ISO/IEC 17025 accredited laboratory.

The accreditation body is full member of the International Laboratory Accreditation Cooperation (www.ilac.org). Calibration certificates issued by facilities accredited by a signatory to the ILAC Mutual Recognition Arrangement (MRA) are accepted by all signatories to the ILAC MRA.

This provides traceability of measurement to recognized national standards and to units of measurement realized at the "National Physical Laboratory" (NPL) or other recognized national standards laboratories like "Physikalisch-Technische Bundesanstalt" (PTB) or "National Institute of Standards and Technology" (NIST).

Staeafa, November 2015



Stephan Weber,
Director,
Head of Quality Management, Sensirion AG



Volker Bom
Manager,
Head of Quality Engineering, SensirionAG



Southwest Construction Services

11653 Riverside Drive, Ste.153
Lakeside, CA 92040
O: 619-258-9944
F: 619-258-9946

Project: TDS MS Multi Purpose Modernization

To: Tina Cullers
Eric Hall & Associates
5245 Avenida Encinitas #A
Carlsbad, CA 92008

RE: PCO____12_____

Description:

Purchase and installation of R30 unfaced insulation in MPR ceiling per RFI 48R1. Insulation had been removed prior to SWCS taking possession of the building.

Submitted by:

A handwritten signature in cursive script, appearing to read 'Tina Cullers', written over a horizontal line.

Approval by:

A handwritten signature in cursive script, appearing to read 'Tina Cullers', written over a horizontal line.

Tina Cullers

A handwritten signature in cursive script, appearing to read 'Debra Vaughan-Cleff', written over a horizontal line.

Debra Vaughan-Cleff, PE

A handwritten signature in cursive script, appearing to read 'Shannon Johnston', written over a horizontal line.
Shannon Johnston



Southwest Construction Services

11653 Riverside Drive, Ste.153
Lakeside, CA 92040
O: 619-258-9944
F: 619-258-9946

Project: TDS MS Multi Purpose Modernization

To: Tina Cullers
Eric Hall & Associates
5245 Avenida Encinitas #A
Carlsbad, CA 92008

RE: PCO____13_____

Description:

CCD 6 added additional soffit. This cost is for framing only to keep the project moving forward.

Submitted by:

Kathleen _____

Approval by:

Tina Cullors 09.15.2021

Tina Cullers

Debra Vaughn Cleff 9-9-2021

Debra Vaughn Cleff

Shannon Semiston
Shannon Semiston



11653 Riverside Dr. Ste. 153 Lakeside, CA 92040 P-619-258-9944 F-619-258-9946 Lic. # 967347

TITLE: CCD 6 Additional framing at soffit (framing only)

PROJECT: TDS MS Multi Purpose Modernization

TO:

PROPOSED CHANGE ORDER

NO. 13

DATE: 09/07/2021

JOB: 21-158

CONTRACT/PO: 2021-10

SUBMITTED:

COMPLETED:

REQUIRED:

DESCRIPTION

CCD 6 added framing at the soffit that was not part of the original layout. This cost is for the framing only to keep the project moving forward while the other trades submit their costs.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		FrameCo framing of additional soffit		1.000	LS	3,462.00	3,462.00

Item Total: \$3,462.00

Total: \$0.00

10% overhead & profit \$346.20

1% Bond \$38.08

Total: \$3,846.28

APPROVAL

By:


Kathleen Strom

Date: 09/07/2021

By: _____

Date: _____

[X] Priority
Attention Required



REVISED CHANGE ORDER REQUEST

Project: TDS MS
To: Kathleen Strom
CC: _____
Company: SWCS
Fax: _____
Date: 7/22/21

Ref #: COR #2 CCD-006A
From: Brent Hill
FrameCo Construction, Inc.
Phone: 619-445-4900
Fax: 619-445-4954

Re: CCD-0006A

Reference: Drawing(s):

Spec Section: _____

SCOPE:

This is a proposal for the extra work per CCD -0 006A
Work at soffit, not part of contact.

Material:	Lumber	196 bf		\$328
Material:	Various hardware			\$195
Hardware				
Rental Equip Scissorlift	2 days	\$250/wk		\$100
Rental Equip ReachFork		\$1,265/wk		
Labor:	32 hours	\$74.60/hr		\$2,387
Sub Total				\$3,010
Mark Up:	10%			\$452
Total Change Order:				\$3,462

If you have any questions, please call Brent Hill @ 619-445-4900.

Please provide FrameCo with a Change Order, should you elect to proceed on the work mentioned above.

1678 Chase Lane, El Cajon, CA 92020 office: 619 445 4900 fax: 619 445 4954



Southwest Construction Services

11653 Riverside Drive, Ste.153

Lakeside, CA 92040

O: 619-258-9944

F: 619-258-9946

Project: TDS MS Multi Purpose Modernization

To: Tina Cullers
Eric Hall & Associates
5245 Avenida Encinitas #A
Carlsbad, CA 92008

RE: PCO____14_____

Description: Per CCD 06 S1.1 detail 12. Adding (2) 2'x4' DF wood for the extension of the TJL. This occurs at 15 locations.

Submitted by: Kathleen Strom

Approval by:

Tina Cullers 09.15.2021

Tina Cullers

Debra Vaughn Cleff

9-9-2021

Debra Vaughn Cleff

Shannon Johnston

Shannon Johnston



11653 Riverside Dr. Ste. 153 Lakeside, CA 92040 P-619-258-9944 F-619-258-9946 Lic. # 967347

TITLE:	CCD 06 - Extension at TJL	PROPOSED CHANGE ORDER
		NO. 14
PROJECT:	TDS MS Multi Purpose Modernization	DATE: 09/09/2021
		JOB: 21-158
TO:	Attn: Tina Cullors	CONTRACT/PO: 2021-10
	Eric Hall & Associates	
	5245 Avenida Encinas # A	SUBMITTED: 09/09/2021
	Carlsbad, CA 92008	COMPLETED:
	Phone:760-602-9352	REQUIRED:

DESCRIPTION

Per detail 12 on CCD 06 - S1.1. Provide (2) 2'x4' wood extensions in 15 locations.

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	Wood framing for extension per CCD 06		1.000	1	1,242.00	1,242.00
Item Total:						\$1,242.00
Total:						\$0.00
10% overhead & profit						\$124.20
1% Bond						\$13.66
Total:						\$1,379.86

APPROVAL

By: _____
Kathleen Strom

Date: 09/09/2021 _____

By: _____

Date: _____

[X] Priority
Attention Required



REVISED CHANGE ORDER REQUEST

Project:	<u>TDS MS</u>	Ref #:	<u>COR #6 CCD 6 (2)</u>
To:	<u>Kathleen Strom</u>		
CC:	<u></u>	From:	<u>Brent Hill</u>
Company:	<u>SWCS</u>		<u>FrameCo Construction, Inc.</u>
Fax:	<u></u>	Phone:	<u>619-445-4900</u>
Date:	<u>9/8/21</u>	Fax:	<u>619-445-4954</u>
Re:	<u>CCD 6</u>		

Reference: Drawing(s): _____

Spec Section: _____

SCOPE:

Wood framing per CCD 6.

Material:	2x4 DF	40bf	\$2.05/bf	\$82
Material:	Lus24	30x	\$1.08	\$32
Hardware	1/2 bolts, nuts, wa	30x	\$1.64	\$49
Hardware:	Nails	1/2 box	\$54 box	\$22
Rental Equip				\$0
Labor:	12 hours	\$74.60/hr		\$895
Sub Total				\$1,080
Mark Up:	15%			\$162
Total Change Order:				\$1,242

If you have any questions, please call Brent Hill @ 619-445-4900.

Please provide FrameCo with a Change Order, should you elect to proceed on the work mentioned above.

1678 Chase Lane, El Cajon, CA 92020 office: 619 445 4900 fax: 619 445 4954



Southwest Construction Services

11653 Riverside Drive, Ste.153
Lakeside, CA 92040
O: 619-258-9944
F: 619-258-9946

Project: TDS MS Multi Purpose Modernization

To: Tina Cullors
Eric Hall & Associates
5245 Avenida Encinitas #A
Carlsbad, CA 92008

RE: PCO___19_____

Description:
Stage curtain changes due to CCD 6

Submitted by:

A handwritten signature in black ink, appearing to read 'Kuttan John', is written over a horizontal line.

Approval by:

Tina Cullors

Debra Vaughn Cleff

A handwritten signature in black ink is written over a horizontal line.
Lakeside Union School District Representative



11653 Riverside Dr. Ste. 153 Lakeside, CA 92040 P-619-258-9944 F-619-258-9946 Lic. # 967347

TITLE: Deletion of stage curtain

PROJECT: TDS MS Multi Purpose Modernization

TO: Attn: Tina Cullors
Eric Hall & Associates
5245 Avenida Encinas # A
Carlsbad, CA 92008
Phone: 760-602-9352

PROPOSED CHANGE ORDER

NO. 19

DATE: 09/28/2021

JOB: 21-158

CONTRACT/PO: 2021-10

SUBMITTED: 09/28/2021

COMPLETED:

REQUIRED:

DESCRIPTION

CCD 6A and miscellaneous changes through submittals and meetings on site with Architect July 26 and August 18, 2021.

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	Gary Raub changes based on meetings on site relating to CCD 6		1.000	LS	3,492.00	3,492.00
Item Total:						\$3,492.00
10% OH&P						\$349.20
1% bond						\$38.41
Total:						\$3,879.61

APPROVAL

By: Kathleen Strom
Kathleen Strom

Date: 09/28/2021

By: _____

Date: _____



Sept. 9, 2021

Via email

Attn: Project Manager

Subj: Tierra del Sol Middle School
CCD 006A & Misc.
Summary of Cost Changes

This letter summarizes the pricing of the July 26 and Aug. 18 "Report of Costs" for Tierra del Sol Stage Drapery and Rigging changes.

ADDITIONS

a.)	Widen Stage: (Item 1); (7/26):	\$4,866
b.)	Add one pipe at rear scrim (Item 1.B, 2.A), keynote 319 (8/18)	\$3,209
c.)	Add two lighting pipes (Item 2.B) keynote 337 (8/18)	\$2,514
	From site visit/Mechanical shops, plenum conflict	
	Trapeze drops 4 cuts P1000 2 10'	\$90
	Bolt sets	25
	Labor, 3 hrs. @ \$82	246
	15%	54
		415
	Add wood valance nailer, sheet A3 (prior was batten sash)	
	1x3 nailer upgrade	40

SUBTOTAL

\$11,044

CREDITS

15	Delete 11 lateral braces/ curved track (8/18) @ \$552 ea.	6,072
	Delete 8 lf scrim	480
	Delete 80 lf pipe @ \$6.80	544
11	Delete 8 drops @ \$57	456

Gary Raub Associates

Theater, Stage & Broadcast Specialties Since 1996

P.O. Box 26835, San Diego, Ca. 92196

(858) 565-2775, fax (858) 565-9035, grassoc@pacbell.net

California Contractors License 307843 (C-15, C61D34, C61D52), Exp. 7/31/2021, DIR 1000023598, RAC GA-1428



SUBTOTAL, CREDITS

\$7,552

NET CHANGE:

\$3,492

Exhibits (~~sent previously~~) Attached
Letter of 7/18
Letter of 8/18
Lateral brace itemization (8/18, Attachment 2)

Respectfully Submitted,

Gary Raub
Gary Raub Associates

Gary Raub Associates

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TIERRA DEL SOL MIDDLE SCHOOL

UNIT COSTS OF LATERAL BRACES AT PIPE GRID/STAGE: REF: 6/S1.2

Scope: Delete 12 at curved track on base bid layout

In base bid less curved track: 12

Add four for rear scrim track

Net change: delete 8

MATERIAL

cost per lateral brace

2 cuts unistrut @ 36' @ 5.25 x 6' \$32.00

2 ea P100 laterals from grid to above strut @ , 6' x 2 x 5.25 63

2 1/2 x 2 1/2 x 3/16 L A36 steel

cuts, 24, 28, 37, 24, 28, 37 as 20' x 3.75 75

mb sets 3/8 x 1 1/2 15

mb sets 1/2 x 1 1/2 18

SDS LAGS 1/4 X 3 20

Threaded studs 4 ea. 1/2 x 3 1/2 w/ bolt sets 15

shop fabricator drill bolt sets cut 25

tax and freight 43

INSTALLATION

layout, set up 1 hr @ \$82 82

field installation 2 hr @ \$82 164

TOTAL \$552



August 18, 2021

Southwest Construction Services
Via email

Attn: Project Manager

Subj: Tierra del Sol Middle School
CCD 006A
Revised Letter: Report of Costs (Add to letter of July 26, 2021)

Following your request for an itemized cost proposal that follows the "Item" format of the "Architectural Memorandum" of CCD 006A, costs are revised as follows.

ITEM 1

Widen stage layout as per CCD-06-1A and remove perimeter pipe curtain/track shown at AD4-A3.0 as issued for bid.. Add lining of house main curtain and valance.

As per letter of July 26 (copy attached: Attachment 1)	\$3,929
Add 5 six sets of lateral bracing as per 6/S1.2	
(Attachment 2) 6 @ ---\$505---	3,030
Markup @ 15 % (on \$3,030)	455
Total this Item	

ITEM 1.B

Add one pipe and bracing at south end. Keynote 319	
38' Sch 40 @\$6.90	\$262
Pipe clamps, U bolts, 3/8 bolt/nut sets 6 @ 18	108
(locations as per our shop drawing Sheet 2)	
Shop assembly (cut/splice)	80
Installation: 3 hrs @ \$82 (Ironworker)	240
4 Four sets of lateral braces (ref.6/S1.2) F&I	
(ref. itemization Attachment 2) @ \$505	2,020
Tax and freight est.	80
Markup 15% (on \$2,790)	419
Total this Item	

~~\$7,414~~ Repiced @ 9/9/21

Exclude stucco on drywall patch @ ceilings
b.) \$3,209

ITEM 2.A

Same as (Item 1.B)

Gary Raub Associates

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Aug. 18 (cont'd)

ITEM 2.B

Add two "upper" pipes per keynote 337 and S1.2

80 lf 2x6 10 @ \$8.82	88
p80 lf sch 40 pipe @ \$6.70	536
Angle 3 x6 x 1/4, 12 ea, shop cut/drill	90
Sublet weld angle to sch 40	280
Batten shop cut/drill	80
Field installation 2x6 4 hr x \$82	336
Batten: 1/4 x 3" lag 12 sets to 2x6 8 hr x \$82	656
Tax and freight, ets	120
Markup 15% on \$2186	328
Total this item	

→ C.) \$2,514 OK

ITEM 3

Move valance as per CCD 06-A3
Included in Item 1

ITEM 4

Sch 40 pipe, 38' with lateral bracing at stage extension with attachments per 12/S1.1 (2'8" oc)
See Attachment 3 pencil draft.
As per Attachment 3

Used by others
Per meeting 8/7/21

~~\$3,320~~ ?

ITEM 5

Same as Item 2.B

ITEM 6

Same as Item 2.b

Summary of costs: CCD 06 including attachments:
Add: shop drawings @ 5%
Add: Layout and staging @ 5%
Total:

~~\$16,460
823
823
\$18,206~~

Encl: Attachments 1, 2, 3

Gary Raub Associates

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July 26, 2021

Southwest Construction Services
Via email

" Attachment 1 "

Attn: Gail

Subj: Tierra del Sol Middle School
CCD 006A
Report of Costs

Item 1 only

Widen Stage Layout

For changes to the stage drapery and rigging layout as per the above CCD, advise the following costs. To the cost below, add the changes from the returned submittal, forwarded on June 24, copied summarized on pg. 2. Lining of the house main and valance was advised to prolong life and block light transmittance from on stage to the audience during scene changes.

Material

Add 5 lin ft. stage drapery: sublet cost \$166 lin ft
Add 6 lin ft HH 4300 Series track @ \$96.50 lin ft
Add two ea. Sch 40 battens @ 29'6" x \$6.70 *
Add 5 ea support drops hardware @ \$57 *
Tax 3.6' wood val nailer (ccr. 06-136)
Freight
SUBTOTAL

\$830
579
395
285
178
120
70

*
(sold in 21' lengths only)
(due to widening all battens)

\$2,387

40
2,427

Labor

Price based on Ironworker, jm @ \$82 hr.

Track 2 hr

Stage drapery 1 hr

Battens hang 2 hr

Drops 7 hr

Valance as a nailer (ilo batten sash) 2 hr

Staging, set up, layout 4 hr

SUBTOTAL: 18 hours @ \$82

2.2

15 %

TOTAL CCD-006

Item 1, A

1,804

\$1,476

427

579 635

\$,4472

→ a.)

4,866

Gary Raub Associates

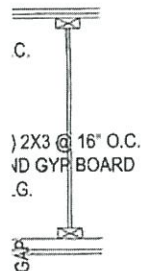
Theater, Stage & Broadcast Specialties Since 1996

P.O. Box 26835, San Diego, Ca. 92196

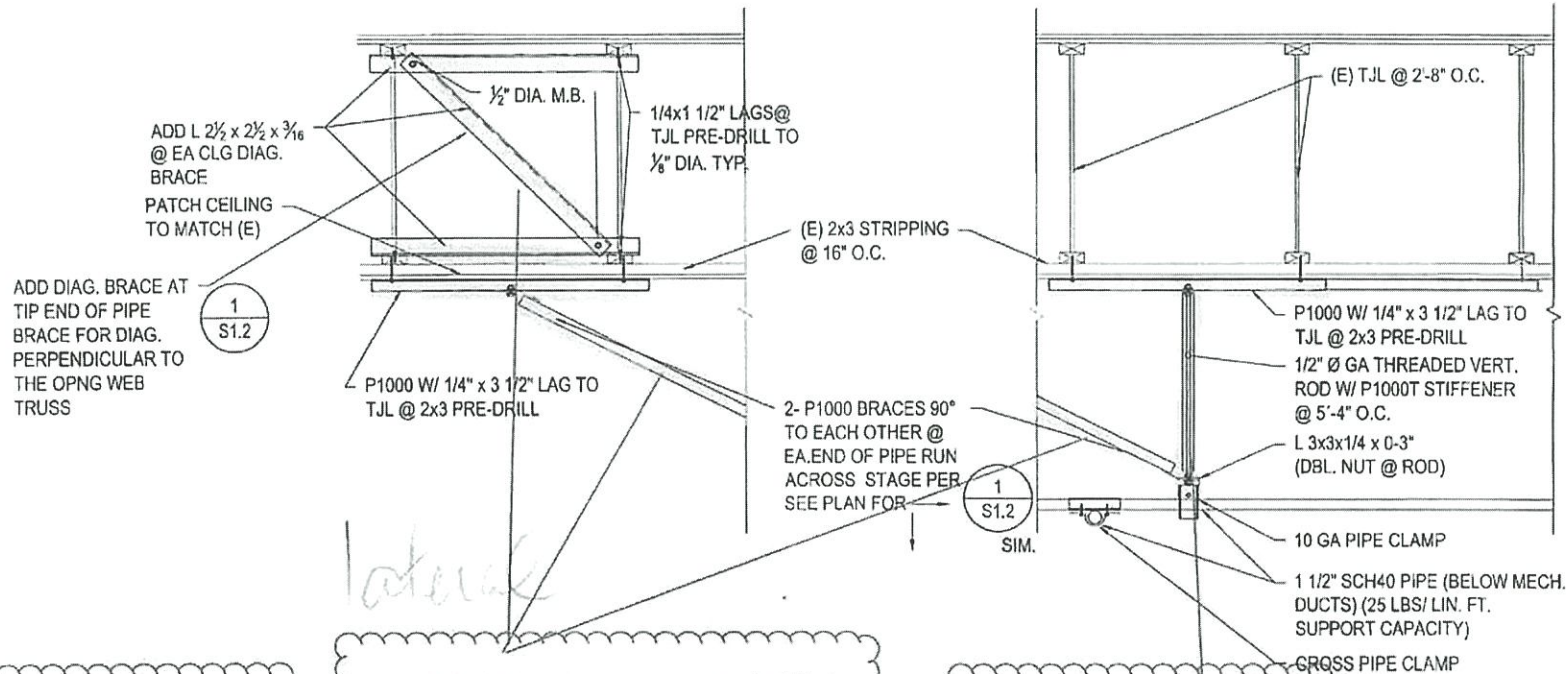
(858) 565-2775, fax (858) 565-9035, grassoc@pacbell.net

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E-MAILED
AP. 43



: CLIP @ 32" O.C.
H10 X 2 1/2" W.S.
H VERT. LEG
REWS LOOSE
UGH ALLOW
RT. MOVEMENT



6 PIPE GRID @ STAGE
S1.2

15 ANGLE BRACES
DELETED

11 VERTICAL
DELETED

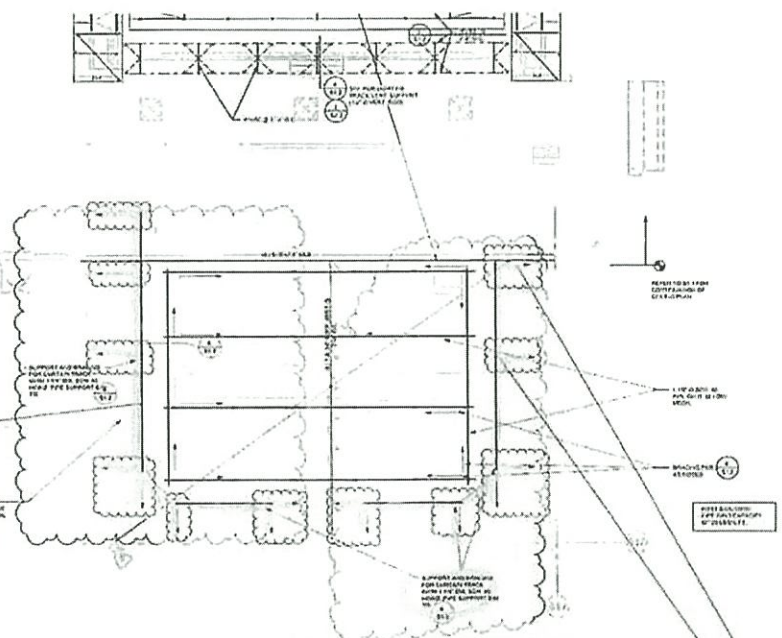
CREDIT FOR DELETING CURVED
OUTER PIPE FOR CURTAIN TRACK

Angles

DELETE APPROX.
60 LF OF 1 1/4" DIA.
SCH 40 PIPE PLUS
PIPE CLAMPS,
ETC..

DELETE 11 VERT. SUPPORTS
AND 15 BRACING ANGLES
FOR DELETING THE CURVED
CURTAIN TRACK

CCD 06 ITEM NO.1 – CREDITS FOR DELETING PERIMETER CURVED PIPE
—AND SUPPORTS FOR DELETED CURTAIN TRACK



APP-24 11/27/23 BYC
REVISION 1
11/27/23 11/27/23
DATE 11/27/23



WSI
WISCONSIN
STRUCTURAL
INC.



TERRA DEL SOL MIDDLE SCHOOL
MODERNIZATION
LAKESIDE UNIFIED SCHOOL DISTRICT

BLDG B - STAGE
CEILING PLAN

Plan
Architect
12/11/2023
12/11/2023
AD04 S3.2

APP-04 11/07/21
 11/07/21
 11/07/21
 11/07/21

KEYNOTES

1. ALL EXISTING CURTAIN TRACKS AND SUPPORT PIPES TO BE REMOVED AND RELOCATED TO THE NEW POSITION AS SHOWN ON THIS PLAN.
2. ALL EXISTING CURTAIN TRACKS AND SUPPORT PIPES TO BE REMOVED AND RELOCATED TO THE NEW POSITION AS SHOWN ON THIS PLAN.
3. ALL EXISTING CURTAIN TRACKS AND SUPPORT PIPES TO BE REMOVED AND RELOCATED TO THE NEW POSITION AS SHOWN ON THIS PLAN.
4. ALL EXISTING CURTAIN TRACKS AND SUPPORT PIPES TO BE REMOVED AND RELOCATED TO THE NEW POSITION AS SHOWN ON THIS PLAN.
5. ALL EXISTING CURTAIN TRACKS AND SUPPORT PIPES TO BE REMOVED AND RELOCATED TO THE NEW POSITION AS SHOWN ON THIS PLAN.
6. ALL EXISTING CURTAIN TRACKS AND SUPPORT PIPES TO BE REMOVED AND RELOCATED TO THE NEW POSITION AS SHOWN ON THIS PLAN.
7. ALL EXISTING CURTAIN TRACKS AND SUPPORT PIPES TO BE REMOVED AND RELOCATED TO THE NEW POSITION AS SHOWN ON THIS PLAN.
8. ALL EXISTING CURTAIN TRACKS AND SUPPORT PIPES TO BE REMOVED AND RELOCATED TO THE NEW POSITION AS SHOWN ON THIS PLAN.
9. ALL EXISTING CURTAIN TRACKS AND SUPPORT PIPES TO BE REMOVED AND RELOCATED TO THE NEW POSITION AS SHOWN ON THIS PLAN.
10. ALL EXISTING CURTAIN TRACKS AND SUPPORT PIPES TO BE REMOVED AND RELOCATED TO THE NEW POSITION AS SHOWN ON THIS PLAN.

LEGEND

EXISTING CURTAIN TRACKS AND SUPPORT PIPES

studlow
 ARCHITECTS
 1111 11TH AVENUE, SUITE 1000
 DENVER, CO 80202
 TEL: 303.733.1111
 WWW.STUDLOW.COM

Polk

TIERRA DEL SOL MIDDLE SCHOOL
 MULTI-PURPOSE ROOM
 MODERNIZATION
 LAKESIDE UNIFIED SCHOOL DISTRICT

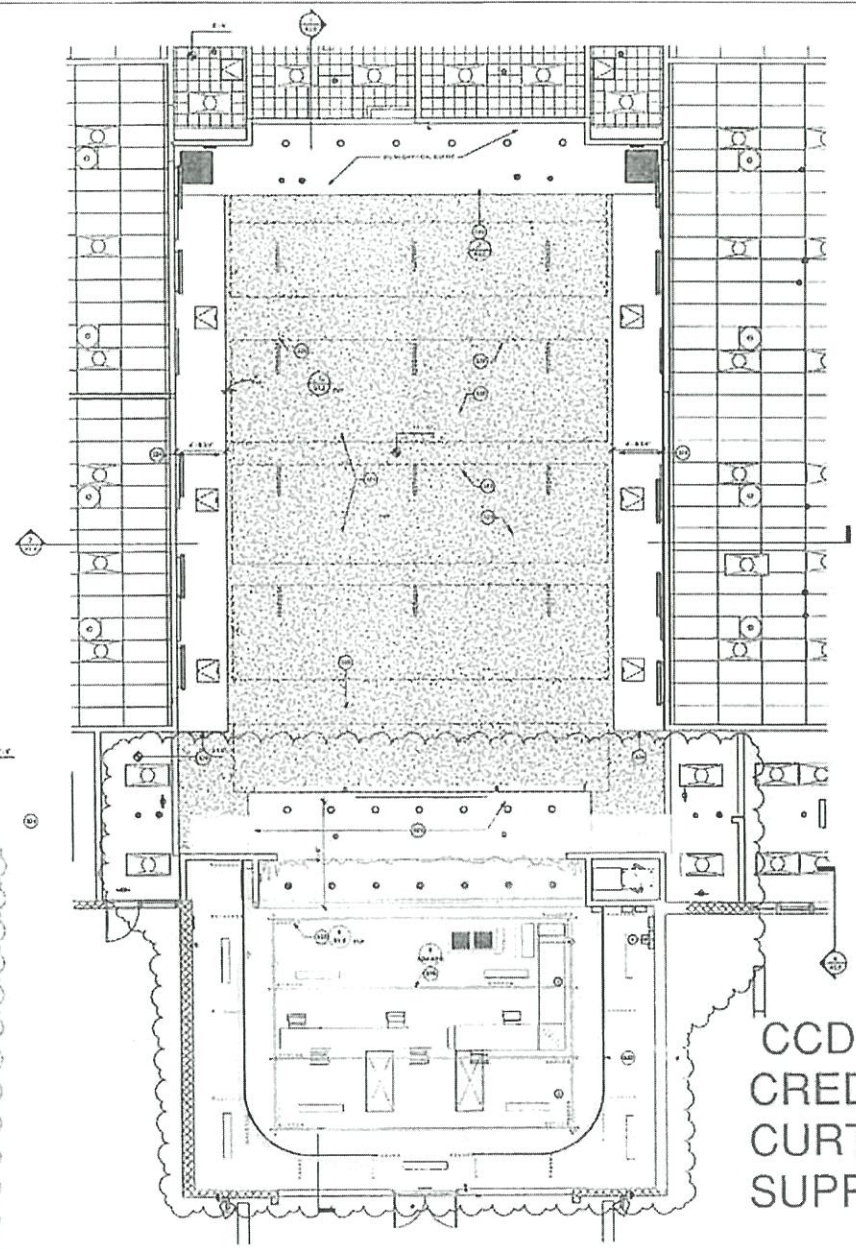
PARTIAL REFLECTED CEILING PLAN - BLDG B

Architect
 Designer
 Checker
 Date
 11/07/21

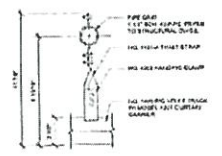
AD4-A3.2

CCD 06 ITEM NO.1 - CREDITS FOR DELETING CURTAIN TRACK AND SUPPORT PIPES

(N) PARTIAL REFLECTED CEILING PLAN 11' x 10' 1



CURTAIN TRACK DETAIL - SIDE 11' x 10' 2



CURTAIN TRACK DETAIL - FRONT 11' x 10' 3



300 SERIES STANDARD-DUTY CURVED TRACK

COMPLETE TRACK

MODEL NUMBERS

301A	301W
316A	316W
328A	328W

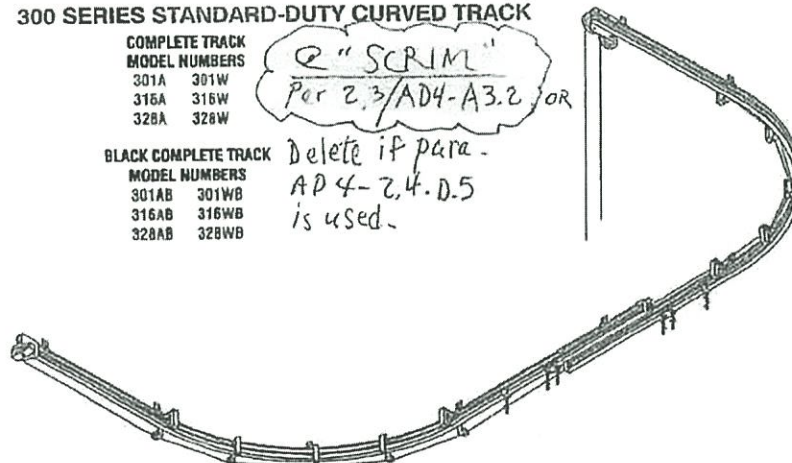
BLACK COMPLETE TRACK

MODEL NUMBERS

301AB	301WB
316AB	316WB
328AB	328WB

Q "SCRIM"
Per 2.3/AD4-A3.2 OR

Delete if para.
AD 4-2.4.D.5
is used.



The 300 Series is a versatile track that can be used for straight or curved applications in TV studios, theatres, and many other types of facilities. It can be curved at the factory or on-the-job to suit project requirements. Walk-along tracks can be curved to virtually any shape and length. However, cord operated tracks cannot be rigged with reverse curves and are recommended for lengths up to 60'. Serpentine layouts and long lengths require the use of 500 Series track for cord operation (see page 34).

The ease of operation of a 300 Series track is dependant on several factors, including the radius of the curve. In general, the track operates best around gentle curves. Whenever possible, it is recommended that layouts be designed with a radius of 4 feet or larger. Tighter curves will result in a system that requires additional effort to operate.

A variety of track switching devices are available for use with 300 Series Walk-Along tracks. These are illustrated on page 58.



SINGLE CARRIER

2 Delrin wheels riveted to formed steel body with swivel hook and trim chain. Nylon gide strips reduce friction and noise. Supplied with 2 rubber bumpers.

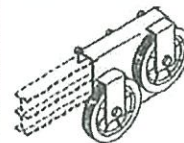
No. 301 - Zinc plated.



MASTER CARRIER

2 Delrin wheel assemblies with swivel hooks and trim chains pivot on formed steel body. 2 clamps for anchoring opening line or cable. Supplied with 2 rubber bumpers. 1 pair required for overlapping tracks.

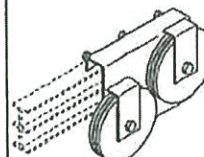
No. 302 - Zinc plated.



DOUBLE END PULLEY

4" diameter Nylon DG sheaves with thickened ball bearings. Steel housing clamps to track.

No. 303 - Zinc plated.



No. 303M BLACK DOUBLE END PULLEY

Heavy-duty 4" diameter Nylon GSM sheaves with sealed precision ball bearings. Steel housing clamps to track. 3/16" groove.

CCD 06 ITEM NO. 1-- PROVIDE CREDIT FOR DELETING CURTAIN TRACK

CREDIT FOR ELIM. CURVED PIPE AND TRACK

60 LF = \$90
Qty?

From the returned submittal add (subtract) the following costs.

Delete two bent pipes (credits) *Item 1*

Material

Pipe \$90
Braces 231
Drops 114

Delete 8 lin ft scrim

Material 480

Subtotal

Labor (Ironworker, jm, \$82 hr)

Pipe 207
Lateral braces 539
Drops 306

Subtotal

Tax, freight

15 %

Total Credit from submittal

VERIFY COSTS
OF MATERIALS
AND LABOR PER
THE ATTACHED
DRAWINGS

\$1,052

64

305

~~(\$2,336)~~ *Item 1*

Summary of changes CCD-006

~~\$ 4,472~~ 4442.00

TOTAL ON CONTRACT: ADD

~~\$ 2,136~~ *Item 1 only*

OPTIONAL ADD as advised in submittal : *Per Request:*

2106.00

Add lining to house main curtain and valance

160 yds. @ \$700

\$1,120

Sewing

207

Freight in/out, applicable tax

233

15%

234

TOTAL ON OPTIONAL ADD

\$1,793

Contract summary, maximum cost add:

~~\$3,929~~ 3899.00

Submitted by Gary Raub

Gary Raub Associates

Theater, Stage & Broadcast Specialties Since 1996

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LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

Approve deductive change order #2 for a number of items that are deemed not necessary, performed by others, or a reduction in scope in the ACE Electric contract.

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

On February 11, 2021, the Governing Board approved ACE Electric bid package number 3 for the building installation of the Tierra del Sol Middle School gymnasium project in the amount of \$178,698.00. A deductive change order has been submitted by the contractor to reduce their scope in the project. This change in scope has been reviewed by the architect, construction management firm, and district staff and is considered fair and reasonable.

Change orders as follows:

Change Order Number	Description	Amount
2	1. Reroute conduits to existing ductbank which eliminates the need of 385' of trenching. Relocate electrical and fire alarm to existing POCs.	(\$18,840.78)
	TOAL OF DEDUCTIVE CHANGE ORDER	(\$18,840.78)

This deductive change will decrease the contract amount to \$159,857.22.

Fiscal Impact (Cost):

\$18,840.78 Savings

Funding Source:

Measure L

Addresses Emphasis Goal(s):

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

Recommended Action:

☐ **Informational** ☐ **Denial/Rejection**

☐ Discussion

☒ Approval

☐ Adoption

☐ Ratification

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Shannon Johnston,
Interim Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____





Lakeside Union School District

12335 Woodside Avenue
Lakeside, CA 92040

June 22, 2021

ACE Electric
P.O. Box 601071
San Diego, CA 92160

TRADE CONTRACT CHANGE ORDER

Project: 2021-04 Tierra Del Sol Middle School New Gym

Contract Number:	BP #3 Electrical
Contract Change Order No:	04 02
Original Contract Amount	\$178,698.00
Amount this Change	(\$18,840.78)
Contract Amount to Date:	\$159,857.22

The Contract is changed as follows:

- 1) COR 2 – Reroute conduits to existing ductbank which eliminates the need for 385' of trenching. Relocate electrical and fire alarm to existing POCs. Credit also includes HDSP panel, feeder, conduits.

The Contract Price will be **DECREASED** by this Change Order in the Amount of **\$18,840.78 (Eighteen thousand, eight hundred and forty Dollars and seventy eight Cents)**.

The Contract Time will be **UNCHANGED BY (0) Days**.

The contract adjustment in this Change Order includes full and final settlement of any and all claims for time and compensation, (including but not limited to, delays, acceleration, and inefficiencies), and the Contractor waives any and all claims for any further time and compensation arising out of or related to Work covered by this Change Order and all previous Change Orders.

STUDIO WC

Robert D. Webb

(Signature)

Robert D. Webb, Architect

(Name/Title)

06/24/2021

(Date)

ERIC HALL & ASSOCIATES

Tina Cullors

(Signature)

Tina Cullors

(Name/Title)

06/25/2021

(Date)

ACE ELECTRIC

Jeff Vannoy

(Signature)

Jeff Vannoy / Estimator/PM

(Name/Title)

06/22/2021

(Date)

LAKESIDE UNION SCHOOL DISTRICT

Shannon Johnston

(Signature)

Shannon Johnston / Interim CBO

(Name/Title)

10/7/2021

(Date)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

Ratify change order #1 that is covered under the allowance and #2 is for a number of items that are deemed not necessary, performed by others, or a reduction in scope in the ESR contract. The intent is to value engineer scope that will reduce the cost of this contract.

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

On February 11, 2021, the Governing Board approved ESR bid package number 5 for the building installation of the Tierra del Sol Middle School gymnasium project in the amount of \$2,691,976.00 which includes a \$20,000 allowance to cover unforeseen conditions. Change orders #1 and #2 has been submitted by the contractor and has been reviewed by the architect, construction management firm, and district staff and is considered fair and reasonable.

Change orders as follows:

Change Order Number	Description	Amount
1	(2) Carrier Roof top units. The controller on 60 ton unit factory installed. 40 ton unit field installed. Programming to school system is included - Allowance	\$4,940.00
2	1. Reduce the amount of low voltage	(\$147,210.00)
	2. District provided builders risk insurance	(\$26,000.00)
	3. Knox box and wall safe not required for this project	(\$2,300.00)
	4. Remove dirt spoils onsite (work provided by other contractor)	(\$5,500.00)
	5. District to provide 3 rd party testing for electrical	(\$4,000.00)
	6. Commissioning is not required to be performed on this project.	(\$14,000.00)
	7. District will re-key, master keying is not required.	(\$4,500.00)
	8. Flood testing not required	(\$3,500.00)
	9. Concrete moisture remediation is not required	(\$20,000.00)

	10. No concrete sealer is required for room 204	(\$1,200.00)
	11. Providing computers, internet, and 2019 code books not required	(\$7,000.00)
	12. Professional scheduler is not required	(\$3,000.00)
	13. Daily briefings and stretch and flex are not required	(\$6,000.00)
	14. Covering stored materials not required by SWPPP	(\$5,500.00)
	15. Spill kit provided by others	(\$800.00)
	16. Onsite meetings and procedures from the CM	(\$24,000.00)
	17. Maintaining an updated list of material in the storage waived	(\$3,000.00)
	18. Additional bods and insurance not needed	(\$5,717.00)
	TOAL OF CHANGE ORDER	(\$278,287.00)

The contract amount will decrease to \$2,413,689

Fiscal Impact (Cost):

\$278,287.00 Savings

Funding Source:

Bond Fund - Measure L-Series B

Addresses Emphasis Goal(s):

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

Recommended Action:

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

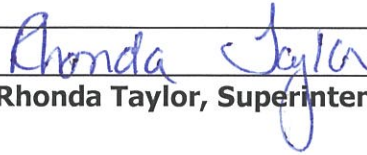
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Shannon Johnston, Director of Finance



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member





12335 Woodside Avenue
Lakeside, CA 92040

September 16, 2021

ESR Construction
2039 Crist Drive
Los Altos, CA 94024

TRADE CONTRACT CHANGE ORDER

Project: 2021-04 Tierra Del Sol Middle School New Gym

Contract Number:	BP #5 Building Installation
Contract Change Order No:	02
Original Contract Amount	\$2,691,976.00
Previously Approved Allowance CO #1	\$4,940.00
Amount this Deductive Change	(\$283,227.00)
Contract Amount to Date:	\$2,413,689.00

The Contract is changed as follows:

- 1) Reduce the amount of low voltage scope based on Ace Electric's proposal for low voltage scope, and ESR's proposal for the added sound system by (\$147,210.00).
Original credit for all low voltage work was (\$374,000) + \$180,961 adding low voltage scope back to the contract via Ace Electric + \$45,829 adding the sound system = (\$147,210)
- 2) The District is providing Builders Risk insurance. This contract does not need to carry Course of Construction. Credit in the amount of (\$26,000.00).
- 3) Knox box and wall safe per spec are not required for this contract. Credit in the amount of (\$2,300.00).
- 4) Moving dirt spoils onsite will be by another Contractor. Credit in the amount of (\$5,500.00).
- 5) District to provide 3rd party testing for electrical and is not required for this Contract to provide. Credit in the amount of (\$4,000.00).
- 6) Per the Architect, Commissioning is not required to be performed. Credit in the amount of (\$14,000.00).
- 7) The District will re-key, master keying is not required. Credit in the amount of (\$4,500.00).
- 8) Per the Architect, flood testing the roof is not required. Credit in the amount of (\$3,500.00).
- 9) Per the Architect, concrete moisture remediation is not required. Credit in the amount of (\$20,000.00).
- 10) VCT in Room 203 is not needed. In lieu of VCT, seal the concrete like Room 204. Credit in the amount of (\$1,200.00).
- 11) Providing computers, internet, and 2019 code books are not required. Credit in the amount of (\$7,000.00).

- 12) A professional scheduler is not required for the monthly schedule updates. Credit in the amount of (\$3,000.00).
- 13) Daily briefings and stretch and flex are not required. Credit in the amount of (\$6,000.00).
- 14) Covering stored material that is not required to be covered by SWPPP will be waived. Credit in the amount of (\$5,500.00).
- 15) Spill kit is provided by others and not required. Credit in the amount of (\$800.00).
- 16) Onsite meetings and procedures from the CM will be reduced. Credit in the amount of (\$24,000.00).
- 17) Maintaining an updated list of material in the storage area will be waived, provided that ESR copies the CM on material lists when they are delivered. Credit in the amount of (\$3,000.00).
- 18) Additional bonds and insurance that will not be needed based on the reductions above. Credit in the amount of (\$5,717.00). Subtotal of above items is $(\$277,510) \times 2.06\% = (\$5,717)$.

The Contract Price will be **DECREASED** by this Change Order in the Amount of **\$283,227 (Two hundred and eighty three thousand, two hundred and twenty seven Dollars and Zero Cents)**.

The Contract Time will be **UNCHANGED BY (0) Days**.

The contract adjustment in this Change Order includes full and final settlement of any and all claims for time and compensation, (including but not limited to, delays, acceleration, and inefficiencies), and the Contractor waives any and all claims for any further time and compensation arising out of or related to Work covered by this Change Order and all previous Change Orders.

STUDIO WC

Robert D. Webb
(Signature)

Robert D. Webb, Architect

(Name/Title)

09/16/2021

(Date)

ESR CONSTRUCTION

Ed Ramans
(Signature)

Ed Ramans

(Name/Title)

09/16/2021

(Date)

ERIC HALL & ASSOCIATES

Tina Cullors
(Signature)

Tina Cullors, Director

(Name/Title)

09/16/2021

(Date)

LAKESIDE UNION SCHOOL DISTRICT

(Signature)

(Name/Title)

(Date)

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/21

Agenda Item:

Board Policy 6170.1: Transitional Kindergarten

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

Adoption: Policy updated to clarify that it is only districts with an extended day kindergarten program that are authorized to maintain transitional kindergarten (TK) and kindergarten programs for different lengths of time either at the same or different school sites and reflect **NEW LAW (SB 98, 2020)** which extends, until August 1, 2021, the requirement for credentialed teachers who are first assigned to a TK class to meet additional qualifications.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

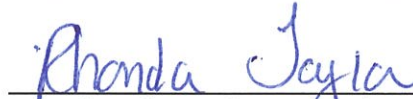
- | | |
|--|---|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input checked="" type="checkbox"/>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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

TRANSITIONAL KINDERGARTEN

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist TK children in developing the academic, social, and emotional skills needed to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

Eligibility

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

Parents/guardians of eligible children shall be notified of the availability of the TK program and of the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

On a case-by-case basis, a child whose fifth birthday is on or before September 1 may be admitted into the district's TK program upon request of a child's parents/guardians, the district may if the Superintendent or designee determines that it is in the child's best interest.

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after December 2 of that same school year, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance.

TRANSITIONAL KINDERGARTEN (continued)

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential knowledge and skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Language Learners)

The Board shall establish the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours long. If the district has adopted an extended-day kindergarten, the length of the school day for the TK program may be different than the length of the school day for the kindergarten program either at the same or different school sites

The Superintendent or designee shall annually report to CDE as to whether the district's TK programs are offered full day, part day, or both. (Education Code 8973, 37202, 46111, 46115, 46117, 48003)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TK students may be commingled in the same classroom with 4 four-year-old students from a California State Preschool Program as long as all of the requirements of each program are met and the classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten. (Education Code 8235, 48000)

(cf. 5148.3 - Preschool/Early Childhood Education)

TRANSITIONAL KINDERGARTEN (continued)

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

(cf. 4112.2 - Certification)

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2021, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

(cf. 4131 - Staff Development)

Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. The Superintendent or designee shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards, and student preparedness for future education.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

TRANSITIONAL KINDERGARTEN (continued)

Legal Reference:

EDUCATION CODE

- 8235 *California State Preschool Program*
- 8970-8973 *Early primary programs; extended-day kindergarten*
- 37202 *School calendar; equivalency of instructional minutes*
- 44258.9 *Assignment monitoring by county superintendent of schools*
- 46111 *Kindergarten, hours of attendance*
- 46114-46119 *Minimum school day, kindergarten*
- 46300 *Computation of ADA, inclusion of kindergarten and transitional kindergarten*
- 48000 *Age of admission, kindergarten and transitional kindergarten*
- 48002 *Evidence of minimum age required to enter kindergarten or first grade*
- 48003 *Kindergarten annual report*
- 48200 *Compulsory education, starting at age six*

Management Resources:

CSBA PUBLICATIONS

What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 3, 2013

California Preschool Curriculum Framework, Vol. 3, 2012

California Preschool Curriculum Framework, Vol. 2, 2011

California Preschool Curriculum Framework, Vol. 2, 2010

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

WEB SITES

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

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

California Kindergarten Association: <http://www.ckanet.org>

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

Transitional Kindergarten California: <https://www.tkcacalifornia.org>

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/21

Agenda Item:

Board Policy and Administrative Regulation 7211: Developer Fees

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

Adoption: Policy updated to include material formerly in the AR pertaining to responsibilities of the board with respect to levying developer fees, such as conducting a fee justification study, holding a public hearing, and adopting a board resolution. Policy also clarifies the applicability of Government Code 65997, which became operative due to the failure of state bond measure Proposition 13 in March 2020 and gives districts the flexibility to deny or refuse a legislative act involving the planning, use, or development of real property, other than requiring a fee in excess of the fee imposed by law. Policy addresses factors that must be included in the fee justification study based on recent court decision.

Regulation revised to delete board responsibilities pertaining to the imposition of developer fees, now addressed in the BP, and to require the superintendent or designee to provide specified information regarding capital facilities accounts to the board as well as the public.

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. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

DEVELOPER FEES

In order to finance the construction or reconstruction of school facilities needed to accommodate increased student enrollment resulting from new development, the Governing Board may establish, levy, and collect developer fees on residential, commercial, and industrial construction within the district, subject to restrictions specified by law.

Level 1 Residential, Commercial and Industrial Construction

Before taking action to establish, increase, or impose Level 1 developer fees, the Board shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put
2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed
3. Determines a reasonable relationship between the need for the ~~public~~-facility and the type of development project for which the fee is imposed
4. Determines a reasonable relationship between the amount of the fee and the cost of the facility or portion of the facility attributed to the development for which the fee is imposed

Before levying developer fees or prior to increasing an existing fee, the Board shall ~~schedule~~ hold a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting at which a public hearing shall occur, including a general explanation of the matter to be considered and a statement that the required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition, and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016)

The resolution shall set forth:

1. The purpose of the fee, the use to which the fee is to be put, and the public improvement(s) that the fee will be used to finance (Government Code 66001, 66006)

DEVELOPER FEES

2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001
3. If the district requires payment of the fee at a time earlier than the date of final inspection or the issuance of a certificate of occupancy, the district's determination of either of the following conditions which allow collection of the fees at the time when building permits are issued: (Government Code 66007)
 - a. That the fees are to reimburse the district for previous expenditures
 - b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated, and the district has adopted a proposed construction schedule or plan

In the case of any commercial or industrial development, the Board shall make findings on either an individual project basis or on the basis of categories of commercial or industrial development. Those categories may include, but are not limited to, the following uses: office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse. The Board shall also conduct a study to determine the impact of the increased number of employees anticipated to result from the commercial or industrial development upon the cost of providing school facilities within the district. (Education Code 17621)

Level 2 Fees: Residential Construction

In order to impose Level 2 residential construction fees within the limits of Government Code 65995.5, the Board shall, in addition to fulfilling the requirements above for Level 1 fees, undertake the following: (Government Code 65995.5)

1. Make a timely application to the State Allocation Board (SAB) for new construction funding and be determined to be eligible by SAB
2. Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6
3. Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D)

At least 45 days prior to completion of the school facility needs analysis, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the district. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)

(cf. 7131 - Relations with Local Agencies)

DEVELOPER FEES

The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

This analysis shall not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

Not less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the district. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the district's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

The fees authorized by Government Code 65995.6 and 65995.7 shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)

Level 3 Fees: Residential Construction

When Level 3 fees are authorized by law and the district qualifies for Level 2 fees pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to Government Code 65995.7.

The notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 fees shall be the same as the requirements for Level 2 fees as specified above. (Government Code 65995.7)

DEVELOPER FEES

Use of Fees

The Board shall review information provided by the Superintendent or designee pursuant to Government Code 66006 regarding each account or fund into which developer fees have been deposited, at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)

In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)

1. Identify the purpose to which the fee is to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified
4. Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account or fund

Legal Reference:

EDUCATION CODE

17070.10-17079.30 10 Leroy F. Greene School Facilities Act of 1998

17582 District deferred maintenance fund

17620-17626 Levies against development projects by school districts

101122 Schedule for allocation of proceeds from sale of bonds

GOVERNMENT CODE

6061 One time notice

6066 Two weeks' notice

65352.2 Level 2 funding notification requirement

65864-65869.5 Development agreements

65995-65998 Payment of fees against a development project

66000-66008 Fees for development projects

66016-66019 Procedures for adopting various fees

66020-66025 Protests, legal actions, and audits

CODE OF REGULATIONS, TITLE 2

1859-1859 School facility program

DEVELOPER FEES

Legal Reference Continued:

COURT DECISIONS

Tanimura & Antle Fresh Foods, Inc. v. Salinas Union High School District (2019) 34 Cal. App. 5th 775

Summerhill Winchester LLC v. Campbell Union School District (2018) 30 Cal. App. 5th 545

Cresta Bella, LP v. Poway Unified School District (2013) 218 Cal.App.4th 438

Warmington Old Town Associates (2002) 101 Cal.App.4th 840

Dolan v. City of Tigard (1994) 114 S.Ct. 2309

Garrick Development Company v. Hayward Unified School District (1992) 3 Cal.App.4th 320

Management Resources:

WEB SITES

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

DEVELOPER FEES

The district shall send a copy of any Governing Board resolution adopting or increasing Level 1, 2, or 3 developer fees to the city and county, accompanied by all relevant supporting documentation and a map indicating the boundaries of the area subject to the fee. (Education Code 17621)

In cooperation with local governmental agencies issuing building permits, the Superintendent or designee shall establish a means by which all of the following shall be accomplished:

1. The project applicant shall receive a written statement of the amount of the fees and notification that the 90-day approval period during which the applicant may protest has begun. (Government Code 66020)
2. The Superintendent or designee shall receive and retain acknowledgment that the above notification was received.
3. Before a permit is issued and upon the payment of the applicable fee or requirement, the Board shall immediately certify that the fee has been paid or that the district has determined that the fee does not apply to the development project. (Education Code 17620)

Developer fees shall be deposited, invested, accounted for, and expended pursuant to Government Code 66006. Developer fees shall be deposited in a separate capital facilities account, except for temporary investments allowed by law, and shall be used only for the purpose for which they were collected. Interest income earned by the capital facilities account shall also be deposited in that account and used only for the purpose for which the fee was originally collected. (Government Code 66006)

For each separate account so established, the Superintendent or designee shall, within 180 days after the last day of each fiscal year, make available to the public and the Board the following information for the fiscal year: (Government Code 66006)

1. A brief description of the type of fee in the account or fund
2. The amount of the fee
3. The beginning and ending balance of the account or fund
4. The amount of the fees collected and the interest earned
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the district determines that sufficient funds have been collected to complete financing on an incomplete public improvement

DEVELOPER FEES

7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan
8. The amount of refunds made pursuant to Government Code 66001(e) and any allocations made pursuant to Government Code 66001(f)

When sufficient funds have been collected to complete the financing of public improvements but such improvements remain incomplete, the district shall, within 180 days of the date that a determination of sufficient funding was made, either identify an approximate date by which construction will begin or refund the unexpended revenues in accordance with Government Code 66001. (Government Code 66001)

Appeals Process for Protests by Developers

The Superintendent or designee shall establish an appeals process for the handling of protests by developers. (Education Code 17621)

Developers of residential, commercial, and industrial projects who claim that the developer fee has been inappropriately levied shall use the following procedures: (Government Code 66020)

1. The developer shall tender any required payment in full or provide satisfactory evidence of arrangements to pay the fee when due or ensure performance of the conditions necessary to meet the requirements of the imposition.
2. The developer shall serve written notice to the Board which shall include:
 - a. A statement that the required payment is tendered or will be tendered when due, or that any conditions which have been imposed are provided for or satisfied, under protest
 - b. A statement informing the Board of the factual elements of the dispute and the legal theory forming the basis for the protest
3. The protest shall be filed at the time of approval or conditional approval of the development or within 90 days after the date of the imposition of the fees.

At the time of the imposition of the fee, the Superintendent or designee shall provide each project applicant written notice that the 90-day period in which the applicant may initiate a protest has begun. The developer may file an action to attack, review, set aside, void, or annul the imposition of the fees imposed on the development project within 180 days of delivery of the notice. (Government Code 66020)

DEVELOPER FEES

Regulation
approved: October 14, 2021
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/21

Agenda Item:

Board Bylaw 9320: Meetings and Notices

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

Adoption: Bylaw updated to clarify that meeting locations include teleconference locations and reflect **NEW LAW (AB 992, 2020)** which authorizes board members to engage in separate conversations or communications on social media platforms that are open and accessible to the public as a long as a majority of the board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the board, board members do not respond directly to any communication from other board members, and board members do not comment on or use digital icons to express reactions to communications made by other board members. Bylaw also updated to clarify the vote requirements for holding a closed session during an emergency meeting and for adjourning or continuing a board meeting to a later time or location.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

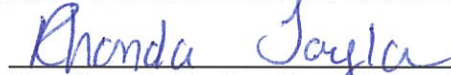
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

MEETINGS AND NOTICES

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

(cf. 9012 - Board Member Electronic Communications)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, 54954.2)

Regular Meetings

The Board shall hold one regular meeting each month. Regular meetings shall be held at 6:00 p.m. on the second Thursday at the school district Board Room.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's Internet web site. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites)

MEETINGS AND NOTICES (continued)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. (Government Code 54957.5)

(cf. 1340 - Access to District Records)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

(cf. 2121 - Superintendent's Contract)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's Internet web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an *emergency situation* for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

MEETINGS AND NOTICES (continued)

An *emergency situation* means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(*cf. 4141.6/4241.6 - Concerted Action/Work Stoppage*)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

(*cf. 3516 - Emergencies and Disaster Preparedness Plan*)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

MEETINGS AND NOTICES (continued)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

(cf. 2000 - Concepts and Roles)

(cf. 2111 - Superintendent Governance Standards)

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9400 - Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

(cf. 9130 - Board Committees)

MEETINGS AND NOTICES (continued)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

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

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district

MEETINGS AND NOTICES (continued)

10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Legal Reference:

EDUCATION CODE

35140 *Time and place of meetings*

35143 *Annual organizational meeting, date, and notice*

35144 *Special meetings*

MEETINGS AND NOTICES (continued)

Legal Reference Continued:

EDUCATION CODE

35145 *Public meetings*

35145.5 *Agenda; public participation; regulations*

35146 *Closed sessions*

35147 *Open meeting law exceptions and applications*

GOVERNMENT CODE

3511.1 *Local agency executives*

11135 *State programs and activities, discrimination*

54950-54963 *The Ralph M. Brown Act, especially:*

54953 *Meetings to be open and public; attendance*

54954 *Time and place of regular meetings*

54954.2 *Agenda posting requirements, board actions*

54956 *Special meetings; call; notice*

54956.5 *Emergency meetings*

UNITED STATES CODE, TITLE 42

12101-12213 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 *Effective communications for individuals with disabilities*

36.303 *Auxiliary aids and services for individuals with disabilities*

COURT DECISIONS

Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)

Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)

Wolfe v. City of Fremont, (2006) 144 Cal.App. 544

ATTORNEY GENERAL OPINIONS

88 *Ops. Cal. Atty. Gen.* 218 (2005)

84 *Ops. Cal. Atty. Gen.* 181 (2001)

84 *Ops. Cal. Atty. Gen.* 30 (2001)

79 *Ops. Cal. Atty. Gen.* 69 (1996)

78 *Ops. Cal. Atty. Gen.* 327 (1995)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2009

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

The ABCs of Open Government Laws

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, 2nd Ed., 2010

WEB SITES

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

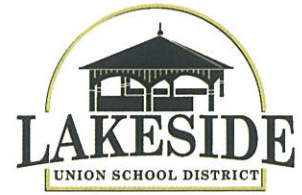
CSBA, GAMUT Meetings

<https://www.csba.org/ProductsAndServices/AllServices/GamutMeetingsPolicy>

California Attorney General's Office: <http://www.oag.ca.gov/home>

Institute for Local Government: <http://www.ca-ilg.org>

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



LAKESIDE UNION SCHOOL DISTRICT

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

Deleted Policies:

BP/AR 0420.1	School-Based Program Coordination	Policy and regulation deleted since School-Based Program Coordination was effectively eliminated by the local control funding formula (LCFF).
BP/AR 0520.3	Title I Program Improvement Districts	Policy and regulation are deleted as federal program improvement requirements have been suspended for the 2017-18 school year and will, beginning in the 2018-19 school year, be replaced by a new system of comprehensive and targeted improvement established by the Every Student Succeeds Act.
BP 1020	Youth Services	Policy deleted and key concepts moved to BP 1400 - Relations Between Other Governmental Agencies and the Schools.
BP 3111	Deferred Maintenance Funds	Policy deleted since NEW LAW (AB 97) repealed sections of law containing requirements pertaining to deferred maintenance categorical funds. Pursuant to AB 97, such funds have been redirected into the LCFF and the board has exclusive authority over the use of the funds.
BP 3517	Facilities Inspection	Policy deleted since NEW LAW (AB 97) repealed sections of law containing requirements pertaining to deferred maintenance categorical funds. Pursuant to AB 97, such funds have been redirected into the LCFF and the board has exclusive authority over the use of the funds.
AR 3541.2	Transportation for Students with Disabilities	Regulation deleted and material moved to BP re: provision of alternative transportation when a student is excluded from school bus transportation for a disciplinary or other reason, assurance that a contract with a nonpublic, nonsectarian school or agency addresses transportation as necessary, and transportation of service animals.
BP/AR/E 4112.24	Teacher Qualifications Under the No Child Left Behind Act	Policy, regulation, and exhibits deleted since NEW FEDERAL LAW (P.L. 114-95) repealed requirements that teachers meet criteria of "highly qualified" teachers, as defined.
BP 4112.61	Employment References	Policy deleted and key concepts incorporated into regulation.

AR 4112.62	Maintenance of Criminal Offender Records	Regulation deleted and concepts moved into AR 4112.5/4212.5/4312.5 - Criminal Record Check. Exhibit renumbered and retitled as E 4112.5/4212.5/4312.5 - Criminal Record Check.
AR 4117.6	Decision Not to Rehire	Regulation deleted and concepts moved to BP 4116 - Probationary/Permanent Status.
4117.4	Dismissal	Regulation deleted and concepts moved into BP/AR 4118 - Dismissal/Suspension/Disciplinary Action.
BP 4131.1	Beginning Teacher Support/Induction	Policy deleted due to the elimination of the BTSA program pursuant to NEW LAW (AB 97, 2013). Key concepts incorporated into new BP 4131.1 - Teacher Support and Guidance.
BP/AR 4139	Peer Assistance and Review	Policy and regulation deleted due to the elimination of the PAR program pursuant to NEW LAW (AB 97, 2013). Key concepts incorporated into new BP 4131.1 - Teacher Support and Guidance.
BP 5149	At-Risk Students	Policy deleted and key concepts incorporated into BP 5147 - Dropout Prevention.
BP 6161	Equipment, Books and Materials	Policy deleted due to redundancy with BP 6161.1 - Selection and Evaluation of Instructional Materials.
BP 6161.3	Toxic Art Supplies	Policy deleted and key concepts incorporated into BP 3514.1 - Hazardous Substances.

SCHOOL-BASED PROGRAM COORDINATION

~~In order to best serve students with special needs and students participating in designated educational programs, the Governing Board encourages school-based program coordination as a means for achieving flexibility in the use of the categorical funds received by each school. The Board believes that resources acquired to assist students in one program often can benefit other students without in any way depriving the originally targeted group.~~

~~A school-site council shall be established at each school to consider whether or not it wishes the school to participate in school-based program coordination. All interested persons shall have an opportunity to meet in public to establish the site council. (Education Code 52852.5)~~

~~(cf. 0420—School Plans/Site Councils)
(cf. 1220—Citizen Advisory Committees)~~

~~The school-site council of any participating school shall develop, for approval by the Board, a school plan that addresses the components specified in Education Code 52853. This plan shall be incorporated into the school's single plan for student achievement required for the state's consolidated application process. (Education Code 52853, 64001)~~

~~Evaluation of each participating school's educational program shall include an assessment of the school's effectiveness in meeting the needs of each student population originally targeted by the categorical programs.~~

~~(cf. 0500—Accountability)
(cf. 3553—Free and Reduced Price Meals)
(cf. 5149—At Risk Students)
(cf. 6164.4—Identification and Evaluation of Individuals for Special Education)
(cf. 6172—Gifted and Talented Student Program)
(cf. 6174—Education for English Language Learners)
(cf. 6190—Evaluation of the Instructional Program)~~

*Legal Reference:*EDUCATION CODE

~~8750-8754—Conservation education
41500-41573—Categorical education block grants
44520-44534—New Careers Program
51870-51874—Education technology
52200-52212—Gifted and Talented Education Program
52340-52346—California Regional Career Guidance Centers
52800-52887—School-Based Program Coordination Act
54000-54028—Educationally Disadvantaged Youth Programs
54100-54145—Miller-Unruh Basic Reading Act
54650-54659—Education Improvement Incentive Program
56000-56867—Special education
64000—Categorical programs included in consolidated application
64001—Single school plan for student achievement, consolidated application programs~~

MILITARY AND VETERANS CODE
~~500-520.1—California Cadet Corps~~

SCHOOL-BASED PROGRAM COORDINATION (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Voluntary Template for the Single Plan for Student Achievement

WEB SITES

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

SCHOOL-BASED PROGRAM COORDINATION

~~The Superintendent or designee shall provide information about the School-Based Program Coordination Act to each principal. Each principal shall provide this information to teachers, other school personnel, parents/guardians, and secondary students. (Education Code 52852.5)~~

~~Categorical funds coordinated under this program may include funding for: (Education Code 52851)~~

~~1. Conservation Education (Education Code 8750-8754)~~

~~(cf. 6142.5 Environmental Education)~~

~~2. New Careers Program (Education Code 44520-44534)~~

~~(cf. 4112.21 Interns)~~

~~3. Education Teehnology (Education Code 51870-51874)~~

~~(cf. 0440 District Teehnology Plan)~~

~~4. Gifted and Talented Education Program (Education Code 52200-52212)~~

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

~~5. California Regional Career Guidance Centers (Education Code 52340-52346)~~

~~(cf. 6178 Career Technical Education)~~

~~6. Educationally Disadvantaged Youth Programs (Education Code 54000-54028)~~

~~(cf. 5149 At Risk Students)~~

~~7. Miller Unruh Basic Reading Act (Education Code 54100-54145)~~

~~(cf. 6142.91 Reading/Language Arts Instruction)~~

~~8. Special Education (Education Code 56000-56867)~~

~~(cf. 0430 Comprehensive Local Plan for Special Education)~~

~~9. California Cadet Corps (Military and Veterans Code 500-520.1)~~

~~Funds coordinated under this program shall be used to supplement, not supplant, existing state and local appropriations. (Education Code 52852.5)~~

SCHOOL-BASED PROGRAM COORDINATION (continued)

~~Any school participating in school-based program coordination shall not be required to meet any state laws or regulations for any coordinated program listed above, except as specifically provided under the School-Based Program Coordination Act. (Education Code 52851)~~

TITLE I PROGRAM IMPROVEMENT DISTRICTS

~~The Governing Board shall annually review and analyze the district's performance in making adequate yearly progress (AYP) toward student achievement standards, in accordance with criteria established by the State Board of Education (SBE). The Board's review shall include an evaluation of whether district improvement efforts are aligned and adequately focused on increasing achievement levels for all students. As necessary, the Board and the Superintendent or designee shall take steps to improve district operations and programs to enable students to achieve proficiency.~~

~~(cf. 0500—Accountability)~~

~~(cf. 6011—Academic Standards)~~

~~(cf. 6162.51—Standardized Testing and Reporting Program)~~

Early Warning Program

~~In the event that the district is provided notice by the California Department of Education (CDE) that it is in danger of being identified for program improvement (PI) within two years under the federal No Child Left Behind Act, the Board shall determine whether to participate in the voluntary Early Warning Program. If the Board elects to have the district participate in the program, the district shall conduct a voluntary self-assessment using research-based criteria provided by the CDE and may revise its Title I local educational agency (LEA) plan based on the results of that assessment. (Education Code 52055.57)~~

~~(cf. 6171—Title I Programs)~~

Year 1-2 PI: Revision and Implementation of LEA Plan

~~In the event that the district is identified for PI by the CDE, the Superintendent or designee shall, in accordance with law and administrative regulation, notify parents/guardians, administer a district self-assessment process, and revise the LEA plan. (20 USC 6316; Education Code 52055.57)~~

~~The revised LEA plan or plan addendum shall be approved by the Board and submitted to the CDE. The Superintendent or designee shall regularly report to the Board regarding the implementation of the plan during Years 1 and 2 of the program.~~

~~The Superintendent or designee shall utilize available state and local resources to identify specific problems contributing to low student achievement and provide technical assistance and support to resolve those problems. He/she also shall work closely with individual school sites to raise student achievement in accordance with school plans.~~

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

TITLE I PROGRAM IMPROVEMENT DISTRICTS (continued)

~~Year 3 PI: Corrective Action~~

~~If the district does not make AYP after two years of receiving program funding, the Board shall cooperate with the Superintendent of Public Instruction (SPI) and the SBE in the identification and implementation of appropriate corrective actions.~~

~~The Board shall enter into a contract with a district assistance and intervention team (DAIT) whenever the SPI and SBE determine this to be the most appropriate corrective action. Upon receiving a report of recommendations from the DAIT: (Education Code 52055.57, 52059)~~

- ~~1. The Board may, not later than 30 days after completion of the report, appeal to the SPI to be exempted from implementing one or more of the report's recommendations.~~
- ~~2. Not later than 60 days after completion of the report, the Board shall, at a regularly scheduled meeting, adopt the report recommendations, as modified by any exemptions granted by the SPI.~~

~~The Superintendent or designee shall establish a district leadership team to collaborate with the DAIT in the development and implementation of an action plan to address high priority needs. This team may include site and district administrators, teacher leaders, special education teachers, English learner experts, fiscal officers, and other key personnel, as appropriate.~~

~~The Board and the Superintendent or designee shall monitor the district's progress in implementing the DAIT's recommendations and shall continually use student performance data to determine whether additional district or school site changes are necessary to improve student achievement.~~

Legal Reference: (see next page)

TITLE I PROGRAM IMPROVEMENT DISTRICTS (continued)

Legal Reference:

EDUCATION CODE

~~52055.57-52055.59 Districts identified or at risk of identification for program improvement~~

~~52059 Statewide system of school support~~

UNITED STATES CODE, TITLE 20

~~6301 Title I program purpose~~

~~6311 Adequate yearly progress~~

~~6312 Local educational agency plan~~

~~6316 School and district improvement~~

~~6321 Fiscal responsibilities~~

CODE OF FEDERAL REGULATIONS, TITLE 34

~~200.13-200.20 Adequate yearly progress~~

~~200.30-200.35 Identification of program improvement schools~~

~~200.36-200.38 Notification requirements~~

~~200.52-200.53 District improvement~~

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~Blueprint for District Assistance and Intervention, 2008~~

~~2007 Adequate Yearly Progress Report Information Guide, August 2007~~

~~A Training Guide for Local Educational Agencies and Schools: Program Improvement, September 2006~~

U.S. DEPARTMENT OF EDUCATION GUIDANCE

~~LEA and School Improvement Non-Regulatory Guidance, rev. July 21, 2006~~

WEB SITES

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

~~California Department of Education, Program Improvement:~~

~~<http://www.cde.ca.gov/ta/ac/ti/programimprov.asp>~~

~~U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>~~

TITLE I PROGRAM IMPROVEMENT DISTRICTS

~~Year 1-2 Program Improvement (PI): Revision and Implementation of LEA Plan~~

~~Whenever the district is notified that it has been identified for PI under the federal No Child Left Behind Act, the district shall complete all of the following actions:~~

- ~~1. Promptly notify parents/guardians of each district student regarding the district's PI status, the reasons for the identification, and how parents/guardians can participate in upgrading the quality of the district's programs. The notification shall be in a format and, to the extent practicable, in a language the parents/guardians can understand. (20 USC 6316)~~

~~(cf. 5145.6 - Parental Notifications)~~

- ~~2. Conduct a self-assessment using materials and criteria based on current research and provided by the California Department of Education. (Education Code 52055.57)~~
- ~~3. Contingent upon state funding, contract with a county office of education or another external entity, no later than 90 days after the district is identified for PI and after working with the County Superintendent of Schools, for both of the following purposes: (Education Code 52055.57)~~
 - ~~a. Verifying the fundamental teaching and learning needs in district schools as determined by the self-assessment and identifying the specific academic problems of low achieving students, including a determination as to why the prior Title I local educational agency (LEA) plan failed to increase student academic achievement~~
 - ~~b. Ensuring that the district receives intensive support and expertise to implement reform initiatives in the LEA plan~~

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

~~(cf. 6171 - Title I Programs)~~

- ~~4. Within three months after the district's identification for PI, develop or revise the LEA plan in consultation with parents/guardians, school staff, and others. This plan shall reflect the findings of the self-assessment and shall: (20 USC 6316; 34 CFR 200.52; Education Code 52055.57)~~
 - ~~a. Incorporate scientifically based research strategies that will strengthen the core academic program in district schools~~
 - ~~b. Identify actions that have the greatest likelihood of improving student achievement in meeting the state's academic achievement standards~~

TITLE I PROGRAM IMPROVEMENT DISTRICTS (continued)

- ~~e. — Address the professional development needs of the instructional staff by committing to spending at least 10 percent of the district's allocation of Title I, Part A, funds for professional development~~

~~(cf. 4131—Staff Development)~~

~~(cf. 4331—Staff Development)~~

- ~~d. — Include specific measurable achievement goals and targets for each of the student subgroups identified pursuant to 20 USC 6311, especially those that did not make adequate yearly progress (AYP)~~

- ~~e. — Address the fundamental teaching and learning needs in the district's schools and the specific academic problems of low achieving students, including a determination of why the district's prior plan failed to bring about increased student academic achievement~~

- ~~f. — Incorporate, as appropriate, student learning activities before school, after school, during the summer, and during any extension of the school year~~

~~(cf. 5148.2—Before/After School Programs)~~

~~(cf. 6176—Weekend/Saturday Classes)~~

~~(cf. 6177—Summer School)~~

~~(cf. 6179—Supplemental Instruction)~~

- ~~g. — Specify the responsibilities of the district and the state under the plan, including the district's fiscal responsibilities under 20 USC 6321 and the technical assistance to be provided by the state~~

- ~~h. — Include strategies to promote effective parent/guardian involvement in district schools~~

~~(cf. 6020—Parent Involvement)~~

- ~~5. — Contingent upon state funding, after working with the County Superintendent or an external verifier, contract with an external provider to provide support and implement recommendations to assist the district in resolving shortcomings identified in the verified self-assessment (Education Code 52055.57)~~

- ~~6. — Implement the LEA plan expeditiously, but not later than the beginning of the next school year after the school year in which the district administered the assessments that resulted in its PI identification (20 USC 6316; 34 CFR 200.52; Education Code 52055.57)~~

TITLE I PROGRAM IMPROVEMENT DISTRICTS (continued)

~~The district shall exit PI status when it makes AYP for two consecutive years. (20 USC 6316; 34 CFR 200.53; Education Code 52055.57)~~

~~Year 3 PI: Corrective Action~~

~~If the district fails to make AYP by the end of the second year in PI, it shall be subject to corrective actions determined by the State Board of Education (SBE). (20 USC 6316; 34 CFR 200.53; Education Code 52055.57)~~

~~If the SBE takes any corrective action other than, or in addition to, the appointment of a district assistance and intervention team (DAIT), the Superintendent or designee shall appear before the SBE within Year 3 of PI to review the district's progress. The Superintendent or designee, the DAIT, and/or the County Superintendent shall provide testimony and written data sufficient for the SBE to determine whether an alternative corrective action is needed. (Education Code 52055.57)~~

YOUTH SERVICES

~~The Governing Board desires to help all district students achieve to their highest potential regardless of their social, health, or economic circumstances and recognizes that schools alone cannot meet all the complex needs of children. The district shall provide support services for children and families to the extent possible and shall work with other local governments, businesses, foundations, and community-based organizations, as appropriate, to improve the health, safety, and well-being of the community's youth.~~

~~(cf. 0450—Comprehensive Safety Plan)
(cf. 5030—Student Wellness)
(cf. 5131.6—Alcohol and Other Drugs)
(cf. 5136—Gangs)
(cf. 5141.32—Health Screening for School Entry)
(cf. 5141.4—Child Abuse Prevention and Reporting)
(cf. 5141.52—Suicide Prevention)
(cf. 5141.6—School Health Services)
(cf. 5146—Married/Pregnant/Parenting Students)
(cf. 5148—Child Care and Development)
(cf. 5148.2—Before/After School Programs)
(cf. 5148.3—Preschool/Early Childhood Education)
(cf. 5149—At Risk Students)
(cf. 6164.2—Guidance/Counseling Services)
(cf. 6173—Education for Homeless Children)
(cf. 6173.1—Education for Foster Youth)~~

~~The Board shall initiate or participate in collaborative relationships with city and county elected officials to design and coordinate multi-agency programs that respond to the needs of children and families and provide more efficient use of district and community resources. The Board may establish or participate in formal structures for governance teams to regularly meet and discuss issues of mutual concern.~~

~~(cf. 0200—Goals for the School District)
(cf. 9140—Board Representatives)~~

~~The Superintendent and appropriate staff shall cooperate with public and private entities in the planning and implementation of joint projects or activities within the community. The Superintendent or designee may designate a coordinator to ensure effective implementation of the district's responsibilities in any such collaborative project.~~

~~(cf. 1400—Relations Between Other Governmental Agencies and the Schools)
(cf. 1700—Relations Between Private Industry and the Schools)~~

~~In order to identify priorities for youth services, the Board shall encourage a periodic assessment of children's needs within the community, which may include, but not be limited to, needs based on poverty, child abuse and neglect, poor physical or mental health,~~

YOUTH SERVICES (continued)

~~homelessness, placement in foster care, lack of access to child care, substance abuse, or violence. The needs assessment also should examine the extent to which those needs are being met through existing services in the district and in the community, the costs of providing those services, and any gaps, delay, or duplication of services.~~

~~The Board shall approve the services to be offered by the district, the resources that will be allocated to support collaboration, any use of school facilities for services, and any development or joint use of facilities with other jurisdictions.~~

~~(cf. 1330—Use of School Facilities)~~

~~(cf. 3100—Budget)~~

~~All agreements with other agencies to coordinate services or share resources shall be in writing. The Board may establish joint powers agreements or memorandums of understanding, when feasible, to formalize the responsibilities and liabilities of all parties in a collaborative activity.~~

~~The Superintendent or designee shall work with interagency partners to explore funding opportunities available through each agency, state and national grant programs, and/or private foundations for youth service coordination and delivery.~~

~~In order to facilitate service delivery or determination of eligibility for services, the district may share information with other appropriate agencies with parent/guardian consent and in accordance with laws pertaining to confidentiality and privacy.~~

~~(cf. 3553—Free and Reduced Price Meals)~~

~~(cf. 5125—Student Records)~~

~~The Board shall receive regular reports of progress toward the identified goals of the collaborative effort. The reports may include, but not be limited to, feedback from staff and families regarding service delivery, numbers of children and families served, specific indicators of conditions of children, and indicators of system efficiency and cost effectiveness.~~

~~(cf. 0500—Accountability)~~

~~The Board shall communicate with the community about the district's collaborative efforts and the conditions of children within the schools. The Board may advocate for local, state, and national policies, programs, and initiatives designed to improve the conditions of children and youth.~~

~~(cf. 1100—Communication with the Public)~~

~~(cf. 1160—Political Processes)~~

~~(cf. 9000—Role of the Board)~~

Legal Reference: (see next page)

YOUTH SERVICES (continued)

Legal Reference:

EDUCATION CODE

~~8800-8807 Healthy Start support services for children~~

~~49073 Privacy of student records~~

~~49075 Parent/guardian permission for release of student records~~

~~49557.2 Sharing of information for MediCal eligibility~~

HEALTH AND SAFETY CODE

~~120440 Immunization records; release to local health departments~~

~~130100-130155 Early childhood development; First 5 Commission~~

WELFARE AND INSTITUTIONS CODE

~~5850-5883 Mental Health Services Act~~

~~18961.5 Computerized database; families at risk for child abuse; sharing of information~~

~~18980-18983.8 Child Abuse Prevention Coordinating Council~~

~~18986-18986.30 Interagency Children's Services Act~~

~~18986.40-18986.46 Multidisciplinary services teams~~

~~18986.50-18986.53 Integrated day care program~~

~~18987.6-18987.62 Family-based services~~

Management Resources:

CSBA PUBLICATIONS

~~*Expanding Access to High-Quality Preschool Programs: A Resource Guide for School Leaders*, rev. April 2008~~

~~*Educating Foster Youth: Best Practices and Board Considerations*, Policy Brief, March 2008~~

~~*Mental Health Services Act (Proposition 63): Collaborative Opportunity to Address Mental Health*, Policy Advisory, October 2007~~

~~*Maximizing School Board Governance: Community Leadership*, 1996~~

CHILDREN NOW PUBLICATIONS

~~*California Report Card: The State of the State's Children*, 2008~~

CITIES, COUNTIES AND SCHOOLS PARTNERSHIP PUBLICATIONS

~~*Healthy Children, Healthy Communities: An Action Guide for California Communities*, 2006~~

~~*Stretching Community Dollars: Cities, Counties and School Districts Building for the Future*, 2006~~

YOUTH LAW CENTER PUBLICATIONS

~~*Model Form for Consent to Exchange Confidential Information among the Members of an Interagency Collaborative*, 1995~~

WEB SITES

~~CSBA: <http://www.esba.org>~~

~~California Department of Education, Learning Support: <http://www.ede.ca.gov/lr>~~

~~California Department of Public Health: <http://www.cdph.ca.gov>~~

~~California Department of Social Services: <http://www.dss.ca.gov>~~

~~California State Association of Counties: <http://www.csac.counties.org>~~

~~Children Now: <http://www.childrennow.org>~~

~~Cities, Counties and Schools Partnership: <http://www.cespartnership.org>~~

~~First 5 California: <http://www.eefe.ca.gov>~~

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

~~Youth Law Center: <http://www.ylc.org>~~

Policy
adopted: September 17, 2012
deleted: October 14, 2021

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

DEFERRED MAINTENANCE FUNDS

~~In order to help meet the district's facility maintenance needs, the Governing Board shall discuss proposals and plans for expenditures of deferred maintenance facility funds at a regularly scheduled public hearing.~~

~~(cf. 3100—Budget)~~

~~(cf. 3110—Transfer of Funds)~~

~~(cf. 7000—Concepts and Roles)~~

~~(cf. 7210—Facilities Financing)~~

~~In any year that the district does not set aside one-half of one percent of its current-year revenue limit average daily attendance for deferred maintenance, the Board shall submit a report, by March 1, to the Legislature, with copies to the Superintendent of Public Instruction, the State Board of Education, the Department of Finance, and the State Allocation Board. (Education Code 17584.1)~~

~~The report shall include all of the following: (Education Code 17584.1)~~

- ~~1. — A schedule of the complete school facilities deferred maintenance needs of the district for the current year, including a schedule of costs per school site and total costs~~
- ~~2. — A detailed description of the district's spending priorities for the current year, and an explanation of why those priorities, or any other considerations, have prevented the district from setting aside sufficient local funds so as to permit it to fully fund its deferred maintenance program and, if eligible, to participate in the state deferred maintenance funding program as set forth in Education Code 17584~~
- ~~3. — An explanation of how the Board plans to meet its current-year facilities deferred maintenance needs without setting aside the funds set forth in Education Code 17584~~

~~Copies of the report shall be made available at each school site and shall be provided to the public upon request. (Education Code 17584.1)~~

~~(cf. 3580—District Records)~~

~~Legal Reference: (see next page)~~

DEFERRED MAINTENANCE FUNDS (continued)

Legal Reference:

EDUCATION CODE

17565-17591 Property maintenance and control, especially:

17584 Deferred maintenance

17584.1 Deferred maintenance reports

Management Resources:

WEB SITES

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

FACILITIES INSPECTION

The Governing Board recognizes that the condition of school facilities may have an impact on safety, student achievement, and employee morale and desires to provide school facilities that are safe, clean, and functional, as defined in Education Code 17002.

(cf. 0510—School Accountability Report Card)

(cf. 1312.4—Williams Uniform Complaint Procedures)

(cf. 3111—Deferred Maintenance Funds)

(cf. 3514—Environmental Safety)

The Superintendent or designee shall develop a facilities inspection and maintenance program to ensure that school facilities are maintained in good repair in accordance with law. At a minimum, the program shall analyze those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including the following:

1. ~~Gas Leaks: Gas systems and pipes appear safe, functional, and free of leaks.~~
2. ~~Mechanical Systems: Heating, ventilation, and air conditioning systems as applicable are functional and unobstructed.~~
3. ~~Windows/Doors/Gates/Fences (interior and exterior): Conditions that pose a safety and/or security risk are not evident.~~
4. ~~Interior Surfaces (floors, ceilings, walls, and window casings): Interior surfaces appear to be clean, safe, and functional.~~
5. ~~Hazardous Materials (interior and exterior): There does not appear to be evidence of hazardous materials that may pose a threat to students or staff.~~
6. ~~Structural Damage: There does not appear to be structural damage that could create hazardous or uninhabitable conditions.~~
7. ~~Fire Safety: The fire equipment and emergency systems appear to be functioning properly.~~
8. ~~Electrical (interior and exterior): There is no evidence that any portion of the school has a power failure and electrical systems, components, and equipment appear to be working properly.~~
9. ~~Pest/Vermin Infestation: Pest or vermin infestation is not evident.~~
10. ~~Drinking Fountains (inside and outside): Drinking fountains appear to be accessible and functioning as intended.~~

FACILITIES INSPECTION (continued)

- ~~11. Restrooms: Restrooms appear to be accessible during school hours, are clean, functional, and in compliance with Education Code 35292.5 (operational and supplied).~~
- ~~12. Sewers: Sewer line stoppage is not evident.~~
- ~~13. Roofs (observed from the ground, inside/outside the building): Roof system appears to be functioning properly.~~
- ~~14. Playground/School Grounds: The playground equipment and school grounds appear to be clean, safe, and functional.~~
- ~~15. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to be cleaned regularly.~~

~~The Superintendent or designee shall ensure that any necessary repairs identified during the inspection are made in a timely and expeditious manner. The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.~~

*Legal Reference:*EDUCATION CODE~~1240 County superintendent of schools, duties~~~~17002 Definitions~~~~17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998~~~~17565-17591 Property maintenance and control, especially:~~~~17584 Deferred maintenance~~~~17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account~~~~33126 School accountability report card~~~~35186 Williams uniform complaint procedure~~CODE OF REGULATIONS, TITLE 2~~1859.300-1859.330 Emergency Repair Program~~*Management Resources:*CSBA PUBLICATIONS~~Williams Settlement and the Emergency Repair Program, Policy Brief, January 2008~~COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS~~Facility Inspection Tool Guidebook, February 2008~~WEB SITES~~CSBA: <http://www.esba.org>~~~~California County Superintendents Educational Services Association: <http://www.cesesa.org>~~~~California Department of Education, Williams Case: <http://www.ede.ca.gov/eo/ee/we/index.asp>~~~~Coalition of Adequate School Housing: <http://www.cashnet.org>~~~~State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>~~

Policy
 adopted: September 17, 2012
 deleted: October 14, 2021

LAKESIDE UNION SCHOOL DISTRICT
 Lakeside, California

TRANSPORTATION FOR STUDENTS WITH DISABILITIES

~~Transportation for students with disabilities shall be provided in accordance with a student's Individualized Education Program (IEP) or Section 504 accommodation plan.~~

~~(cf. 3540—Transportation)~~

~~(cf. 6159—Individualized Education Program (IEP))~~

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

~~(cf. 6164.6—Identification and Education Under Section 504)~~

~~If a disabled student is excluded from school bus transportation, the district shall provide alternative transportation at no cost to the student or parent/guardian provided that transportation is specified in the student's IEP. (Education Code 48915.5)~~

~~(cf. 5131.1—Bus Conduct)~~

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

~~When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Superintendent or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP. (Education Code 56366)~~

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

~~Guide dogs, signal dogs and service dogs trained to provide assistance to disabled persons may be transported in a school bus when accompanied by disabled students, disabled teachers or persons training the dogs. (Education Code 39839)~~

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT

~~Recognizing the importance of teacher effectiveness in improving student achievement, the Governing Board desires to recruit and hire teachers for core academic subjects who possess the subject matter knowledge and teaching skills required by the federal No Child Left Behind Act (NCLB).~~

~~(cf. 4112.2—Certification)~~

~~(cf. 4112.21—Interns)~~

~~(cf. 4112.22—Staff Teaching English Language Learners)~~

~~(cf. 4112.23—Special Education Staff)~~

~~(cf. 6171—Title I Programs)~~

~~All teachers employed to teach core academic subjects shall be "highly qualified" as defined by federal law and the State Board of Education. (20 USC 6319, 7801; 34 CFR 200.55; 5 CCR 6100-6126)~~

~~Legal Reference: (see next page)~~

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT (continued)

Legal Reference:

EDUCATION CODE

~~44500-44508 Peer Assistance and Review Program for Teachers~~

~~44662 Performance evaluation; Stull Act review~~

~~44664 Teacher evaluation; program to improve performance~~

~~44865 Alternative programs~~

CODE OF REGULATIONS, TITLE 5

~~6100-6126 Teacher qualifications, No Child Left Behind Act~~

~~80021 Short-term staff permit~~

~~80021.1 Provisional internship permit~~

~~80089.3-80089.4 Subject matter authorizations~~

UNITED STATES CODE, TITLE 20

~~1401 Definition of highly qualified special education teacher~~

~~6311 Parental notifications~~

~~6312 Title I local educational agency plan~~

~~6314 Schoolwide programs~~

~~6315 Targeted assistance schools~~

~~6319 Highly qualified teachers~~

~~7345-7345b Small Rural Schools Achievement Program~~

~~7801 Definitions, highly qualified teacher~~

CODE OF FEDERAL REGULATIONS, TITLE 34

~~200.55-200.57 Highly qualified teachers~~

~~200.61 Parent notification regarding teacher qualifications~~

~~300.18 Highly qualified special education teachers~~

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~California's Subject Matter Verification Process for Middle and High School Level Teachers in Special Settings, January 2007~~

~~NCLB Teacher Requirements Resource Guide, March 1, 2004~~

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

~~Standards of Quality and Effectiveness for Professional Teacher Induction Programs, March 2002~~

~~Standards of Quality and Effectiveness for Professional Teacher Preparation Programs, September 2001~~

~~California Standards for the Teaching Profession, July 1997~~

U.S. DEPARTMENT OF EDUCATION GUIDANCE

~~Improving Teacher Quality State Grants, ESEA Title II, Part A, Non-Regulatory Guidance, revised October 5, 2006~~

~~New No Child Left Behind Flexibility: Highly Qualified Teachers, Fact Sheet, March 15, 2004~~

WEB SITES

~~CSBA: <http://www.esba.org>~~

~~California Department of Education, NCLB Teacher Quality: <http://www.cde.ca.gov/nclb/sr/tq>~~

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

~~U.S. Department of Education, No Child Left Behind: <http://www.ed.gov/nclb>~~

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT

Definitions

~~Core academic subjects~~ include English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography. (20 USC 7801)

~~Hard-to-staff setting~~ means a middle or high school classroom eligible for the federal Small Rural Schools Achievement Program, a middle or high school special education classroom, or a middle or high school alternative education program as specified in Education Code 44865, including home teaching, hospital classes, necessary small high schools, continuation schools, alternative schools, opportunity schools, juvenile court schools, county community schools, and district community day schools. (5 CCR 6100)

~~(cf. 6181—Alternative Schools/Programs of Choice)~~

~~(cf. 6183—Home and Hospital Instruction)~~

~~(cf. 6184—Continuation Education)~~

~~(cf. 6185—Community Day School)~~

~~High Objective Uniform State Standard Evaluation (HOUSSE)~~ is a method of determining a teacher's subject matter competence using forms developed by the California Department of Education (CDE). HOUSSE Part 1 consists of a summation of the teacher's years of experience, coursework, professional development, and service to the profession. HOUSSE Part 2, to be conducted only if Part 1 does not indicate subject matter competency, consists of direct observation and portfolio assessment and, if necessary, completion of the Peer Assistance and Review Program for Teachers or other individualized professional development plan. (5 CCR 6104)

~~(cf. 4139—Peer Assistance and Review)~~

~~Level 1 professional development~~ means training that will provide a teacher with the requisite understanding of each set of state content standards. ~~Level 2 professional development~~ means training that will provide a teacher with more in-depth understanding of the content standards than provided in a Level 1 professional development program. The trainings shall be consistent with state-adopted academic content standards, curriculum frameworks, and adopted texts and shall incorporate the assessment of subject matter competency as outlined in the CDE's document California's Subject Matter Verification Process for Middle and High School Level Teachers in Special Settings. For each type of training, at least 36 hours in the core subject for which the teacher is being certified is required to substantively address the subject matter content. (5 CCR 6100, 6105)

~~Teacher new to the profession~~ is a teacher who either graduated from an accredited institution of higher education and received a credential, or was enrolled in or had completed an approved intern program, on or after July 1, 2002. (5 CCR 6100)

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT
(continued)

~~Teacher not new to the profession is a teacher who either graduated from an accredited institution of higher education and received a credential, or was enrolled in or had completed an approved intern program, before July 1, 2002. (5 CCR 6100)~~

Teacher Qualifications

~~To meet the teacher qualification requirements of the federal No Child Left Behind Act (NCLB), a teacher of a core academic subject shall meet all of the following conditions: (20 USC 6319, 7801; 34 CFR 200.55, 200.56, 300.18; 5 CCR 6101, 6104, 6105, 6110)~~

- ~~1. — Hold a bachelor's degree~~
- ~~2. — Hold a full credential or be currently enrolled in an approved intern program for less than three years~~

~~(cf. 4112.2—Certification)~~

~~(cf. 4112.21—Interns)~~

- ~~3. — Demonstrate subject matter competency in accordance with the applicable requirements below~~

~~(cf. 6171—Title I Programs)~~

~~A teacher who holds a supplementary authorization or is employed on a local teaching assignment shall meet the teacher qualification requirements of NCLB if he/she holds a California teaching credential and has demonstrated subject matter competency for the grade span and subject matter taught. (5 CCR 6116)~~

~~A teacher shall not meet the teacher qualification requirements of NCLB if he/she is teaching with a short-term staff permit, a provisional internship permit, or a state or local waiver for the grade or subject taught. (5 CCR 6115, 80021, 80021.1)~~

Demonstration of Subject Matter Competency

~~Subject matter competency shall be demonstrated in accordance with the following requirements based on the grade levels taught and the teacher's length of time in the profession:~~

- ~~1. — An elementary teacher who is new to the profession shall pass a validated statewide subject matter examination certified by the Commission on Teacher Credentialing (CTC). (5 CCR 6102)~~

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT
(continued)

2. ~~An elementary teacher who is not new to the profession shall complete one of the following: (5 CCR 6103-6104)~~
 - a. ~~A validated statewide subject matter examination that the CTC has utilized to determine subject matter competency for credentialing purposes~~
 - b. ~~The HOUSSE, as defined above, to determine the teacher's subject matter competency in each of the core academic subjects taught by the teacher~~
3. ~~A middle or high school teacher who is new to the profession shall pass or complete one of the following for every core academic subject currently assigned: (5 CCR 6111)~~
 - a. ~~A validated statewide subject matter examination certified by the CTC~~
 - b. ~~University subject matter program approved by the CTC~~
 - c. ~~Undergraduate major in the subject taught~~
 - d. ~~Graduate degree in the subject taught~~
 - e. ~~Coursework equivalent to the undergraduate major~~
4. ~~A middle or high school teacher who is not new to the profession shall pass or complete one of the following for every core subject assigned: (5 CCR 6112)~~
 - a. ~~A validated statewide subject matter examination that the CTC has utilized to determine subject matter competency for credentialing purposes~~
 - b. ~~University subject matter program approved by the CTC~~
 - c. ~~Undergraduate major in the subject taught~~
 - d. ~~Graduate degree in the subject taught~~
 - e. ~~Coursework equivalent to the undergraduate major~~
 - f. ~~Advanced certification or credential, such as certification from the National Board for Professional Teaching Standards~~
 - g. ~~The HOUSSE, as defined above, to determine the teacher's subject matter competency in each of the core academic subjects taught by the teacher~~

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT (continued)

5. ~~A middle or high school teacher in a hard-to-staff setting, as defined above, shall complete professional development for the subject matter verification process within three years of the date of assignment to such a setting. (5 CCR 6100, 6105)~~
- a. ~~If the teacher has fewer than 20 total or 10 upper division nonremedial college-level semester units, or equivalent quarter units, in a core academic subject, he/she shall complete both Level 1 and Level 2 professional development courses as defined above.~~
 - b. ~~If the teacher has fewer than 32 semester nonremedial college-level units, but at least 20 total or 10 upper division nonremedial semester units, or the equivalent quarter units, in a core academic subject, he/she shall complete a Level 2 professional development course.~~

(cf. 4131—Staff Development)

6. ~~An elementary, middle, or high school special education teacher teaching multiple subjects exclusively to students with disabilities may either: (20 USC 1401; 34 CFR 300.18; 5 CCR 6111)~~
- a. ~~Meet the requirements above for teachers who are new or not new to the profession, as applicable~~
 - b. ~~In the case of a new special education teacher who has demonstrated subject matter competency in mathematics, language arts, or science, demonstrate competency in the other core academic subject(s) he/she teaches through the HOUSSE no later than two years after the date of employment~~

Satisfaction of Requirements Outside District

~~A teacher who has been determined by another district in California to have met the teacher qualification requirements for the grade level and/or subject taught shall not be required to demonstrate again that he/she meets those requirements. (5 CCR 6120)~~

~~A teacher who has been determined to meet subject matter competency requirements outside of California shall be considered to have met those requirements for the particular subject and/or grade span in California. The date of issuance of a valid out-of-state credential shall be used to identify a teacher as new or not new to the profession. (5 CCR 6125)~~

~~A teacher prepared in a country other than the United States shall be considered to have met NCLB teaching requirements if he/she: (5 CCR 6126)~~

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT
(continued)

1. — Holds a degree from a foreign college or university that is at least equivalent to a bachelor's degree offered by an American institution of higher education
2. — Has completed a teacher preparation program that meets CTC requirements for out-of-country trained teachers
3. — Demonstrates subject matter competency for the grade span and subjects taught through the same or equivalent processes and methods required of California teachers
4. — Holds a California teaching credential

Certification of Compliance

All teachers teaching core academic subjects shall complete and sign a certificate of compliance with NCLB requirements and attach appropriate documentation. The Superintendent or designee shall verify the information and retain the signed original copy.

The principal of each school receiving Title I funds shall annually attest in writing as to whether the school is in compliance with NCLB requirements related to teacher qualifications. Copies of the attestation shall be maintained at the school and at the district office and shall be available to any member of the public upon request. (20 USC 6319)

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to: (20 USC 6311)

1. — Whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction
2. — Whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived
3. — The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree
4. — Whether the student is provided services by paraprofessionals and, if so, their qualifications

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT
(continued)

~~(cf. 1312.4—Williams Uniform Complaint Procedures)~~
~~(cf. 4222—Teacher Aides/Paraprofessionals)~~
~~(cf. 5145.6—Parental Notifications)~~

~~In addition, the Superintendent or designee shall provide timely notice to individual parents/guardians of students attending a Title I school whenever their child has been assigned to or has been taught for four or more consecutive weeks by a teacher of a core academic subject who does not meet NCLB teacher qualification requirements. (20 USC 6311; 34 CFR 200.61)~~

~~The Superintendent or designee shall notify teachers, as appropriate, prior to distributing the above notice to parents/guardians.~~

~~The notice and information provided to parents/guardians shall be in an understandable and uniform format and, to the extent practicable, be provided in a language that the parents/guardians can understand. (20 USC 6311)~~

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT

~~ATTESTATION REGARDING QUALIFICATIONS OF TITLE I TEACHERS~~

~~Instructions:~~ The following certification must be annually completed and signed by each principal in a school that operates a Title I program pursuant to 20 USC 6314 (schoolwide programs) and 20 USC 6315 (targeted assistance schools).

School: _____ Principal: _____

~~I certify that all teachers hired after the first day of the 2002-03 school year to teach core academic subjects in a program supported by Title I funds meet the following qualifications:~~

- ~~1. — Hold at least a bachelor's degree~~
- ~~2. — Have a credential or are currently enrolled in an approved intern program for less than three years~~
- ~~3. — Have demonstrated subject matter competence as required by 5 CCR 6100-6115 for the grade level(s) taught and the teacher's length of time in the profession~~

Signature of Principal

Date

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT

PARENTAL NOTIFICATION OF TEACHER QUALIFICATIONS

To Parents/Guardians:

~~Your child is attending a school receiving Title I federal funds under the federal No Child Left Behind Act (NCLB).~~

~~Under NCLB, teachers of core academic subjects are required to hold state certification and demonstrate subject matter competency for the grade span or subject matter taught. These requirements help us to ensure that all our students receive the best education by teachers who are highly skilled and knowledgeable in their subject areas.~~

~~This federal law requires the school to notify you that a teacher who has not yet completed the process for meeting NCLB requirements has taught your child for four or more consecutive weeks. However, the teacher is authorized to teach in California and is working toward completion of the requirements. Our school district continues to monitor teacher qualifications and to provide additional support and training, as necessary, to help teachers meet the requirements.~~

~~You may contact _____[insert school name]_____ to request the qualifications of your child's teacher. If you have any questions, please contact _____[insert principal name]_____ at _____[insert telephone number]_____.~~

All Personnel

BP 4112.61

4212.61

EMPLOYMENT REFERENCES

4312.61

~~The Superintendent or designee shall process all requests for references, letters of recommendation, or information about the reasons for separation regarding all district employees other than himself/herself. All letters of recommendation to be issued on behalf of the district for current or former employees must be approved by the Superintendent or designee.~~

~~At his/her discretion, the Superintendent or designee may refuse to give a recommendation. Any recommendation he/she gives shall provide a careful, truthful and complete account of the employee's job performance and qualifications.~~

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

~~(cf. 4117.5/4217.5/4317.5 - Termination Agreements)~~

Legal Reference:

LABOR CODE

~~1050-1054 Reemployment privileges~~

CIVIL CODE

~~47 Privileged communication~~

CODE OF CIVIL PROCEDURE

~~527.3 Labor disputes~~

CODE OF REGULATIONS, TITLE 5

~~80332 Professional candor and honesty in letters or memoranda of employment recommendation~~

COURT DECISIONS

Randi W. v. Muroc Joint Unified School District et al., (1997) 14 Cal. 4th 1066

Policy
adopted: September 17, 2012
deleted:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

All Personnel

AR 4112.62(a)

4212.62

MAINTENANCE OF CRIMINAL OFFENDER RECORDS

4312.62

~~The Superintendent or designee shall ensure that criminal record background checks on employees or prospective employees are conducted through the Department of Justice (DOJ) and that any Criminal Offender Record Information (CORI) received is maintained in accordance with law.~~

~~(cf. 1240—Volunteer Assistance)~~

~~(cf. 3515.6—Criminal Background Checks for Contractors)~~

~~(cf. 4112.5/4312.5—Criminal Record Check)~~

~~(cf. 4112.6/4212.6/4312.6—Personnel Records)~~

~~(cf. 4212.5—Criminal Record Check)~~

~~To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)~~

~~Once a hiring determination is made, the records shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)~~

~~Any unauthorized release or reproduction of any criminal offender record or other violation of this administrative regulation may result in suspension, dismissal, and/or criminal or civil legal action.~~

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

~~(cf. 9011—Disclosure of Confidential/Privileged Information)~~

Custodian of Records

~~The Superintendent shall designate an employee as custodian of records. Beginning July 1, 2011, any employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)~~

~~The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging an understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.~~

~~The custodian of records shall be responsible for the security, storage, dissemination, and destruction of all CORI furnished to the district. He/she also shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)~~

~~By March 1, 2012, and by March 1 of every year thereafter, the Superintendent or designee shall notify the DOJ of the district's designated custodian of records. In addition, the Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)~~

MAINTENANCE OF CRIMINAL OFFENDER RECORDS (continued)

Interagency Agreements

~~The district shall submit an interagency agreement to the DOJ to establish authorization to submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)~~

~~Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)~~

~~In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)~~

~~The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)~~

~~The district shall maintain a record of all persons to whom the information has been shown. This record shall be available to the DOJ. (Education Code 44830.2, 45125.01)~~

Legal Reference: (see next page)

MAINTENANCE OF CRIMINAL OFFENDER RECORDS (continued)

Legal Reference:

EDUCATION CODE

~~44332 Temporary certificate~~
~~44332.6 Criminal record check, county board of education~~
~~44346.1 Applicants for credential, conviction of a violent or serious felony~~
~~44830.1 Certificated employees, conviction of a violent or serious felony~~
~~44830.2 Interagency agreements~~
~~45122.1 Classified employees, conviction of a violent or serious felony~~
~~45125 Use of personal identification cards to ascertain conviction of crime~~
~~45125.01 Interagency agreements~~
~~45125.5 Automated records check~~
~~45126 Duty of Department of Justice to furnish information~~
~~49024 Activity Supervisor Clearance Certificates~~

PENAL CODE

~~667.5 Prior prison terms, enhancement of prison terms~~
~~1192.7 Plea bargaining limitation~~
~~11075-11081 Criminal record dissemination~~
~~11102.2 Criminal records: custodian~~
~~11105 State criminal history information; furnishing to authorized persons~~
~~11105.3 Record of conviction involving sex crimes, drug crimes or crimes of violence; availability to employer for applicants for positions with supervisory or disciplinary power over minors~~
~~11140-11144 Furnishing of state criminal history information~~
~~13300-13305 Local summary criminal history information~~

CODE OF REGULATIONS, TITLE 11

~~701-708 Criminal offender record information~~

Management Resources:

WEB SITES

Office of the Attorney General, Department of Justice, Background Checks:
<http://www.ag.ca.gov/fingerprints>

All Personnel

E 4112.62(a)

4212.62

MAINTENANCE OF CRIMINAL OFFENDER RECORDS

4312.62

**SAMPLE EMPLOYEE STATEMENT FORM
USE OF CRIMINAL JUSTICE INFORMATION**

~~As an employee/volunteer of Lakeside Union School District, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:~~

~~"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."~~

~~Civil Code 1798.53, Invasion of Privacy, states:~~

~~"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."~~

~~CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:~~

~~*Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)~~

~~*Penal Code 11142: Authorized person furnishing to other (misdemeanor)~~

~~*Penal Code 11143: Unauthorized person in possession (misdemeanor)~~

~~*California Constitution, Article I, Section 1 (Right to Privacy)~~

~~* Civil Code 1798.53, Invasion of Privacy~~

~~*Title 18 USC 641, 1030, 1951, and 1952~~

E 4112.62(b)
4212.62
4313.62

MAINTENANCE OF CRIMINAL OFFENDER RECORDS (continued)

~~Any employee who is responsible for such misuse may be subject to immediate dismissal.
Violations of this law may result in criminal and/or civil action.~~

**~~I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY
REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.~~**

Signature _____ Date _____
Printed Name _____ Title _____
Name of District _____

~~PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should
maintain these forms.~~

Exhibit
version:
deleted: October 14, 2021

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

DECISION NOT TO REHIRE

~~The Superintendent or designee shall provide the Governing Board with his/her recommendations regarding the rehiring of probationary-certificated personnel.~~

~~The Board may decide not to rehire a probationary employee for a second school year and give written notice of its decision to the employee at any time during his/her first year of employment. If the Board does not give written notice, the employee shall be deemed reelected for the next succeeding school year.~~

~~The Board may decide not to rehire a probationary employee for a third year and give written notice to the employee on or before March 15 of his/her second complete consecutive school year of employment. If the Board does not give written notice on or before March 15, the employee shall be deemed reelected for the next succeeding school year. (Education Code 44929.21, 44929.23)~~

~~(cf. 4112.21 - Interns)~~

~~(cf. 4116 - Probationary/Permanent Status)~~

~~(cf. 4117.3 - Personnel Reduction)~~

Legal Reference:

EDUCATION CODE

~~44885.5 - District interns~~

~~44929.21 - Districts with 250 ADA or more; notice of reelection decision~~

~~44929.23 - Districts with daily attendance less than 250~~

~~44948.2 - Election to use provisions of Education Code 44948.3~~

~~44948.3 - Dismissal of probationary employees (over 250 ADA)~~

~~44949 - Cause, notice and right to hearing required for dismissal of probationary employee~~

~~44955 - Reduction in number of permanent employees~~

COURT DECISIONS

~~*Hoschler v. Sacramento City Unified School District* (2007) 149 Cal. App. 4th 258~~

~~*Fischer v. Los Angeles Unified School District* (1999) 70 Cal.App.4th 87~~

~~*Bellflower Education Assn. v. Bellflower Unified School District* (1991) 228 Cal.App.3d 805~~

~~*Fontana Teachers Assn. v. Fontana Unified School District* (1988) 201 Cal.App.3d 1517~~

~~*Grimsley v. Board of Trustees* (1987) 189 Cal.App.3d 1440~~

Regulation

approved: September 17, 2012

deleted: October 14, 2021

LAKE SIDE UNION SCHOOL DISTRICT

Lakeside, California

DISMISSAL

~~Permanent Employees~~

~~Permanent employees shall not be dismissed from their position except when cause for dismissal can be shown. Cause and procedures for dismissal are defined by provisions of Education Code 44932-44947.~~

~~(cf. 4116—Probationary/Permanent Status)~~

~~Probationary Employees~~

~~During the school year, certificated probationary employees may be dismissed for causes specified in Education Code 44932 or for unsatisfactory performance determined pursuant to Education Code 44660-44665. Procedures and time limits for such action shall be those set forth in Education Code 44948.3.~~

~~(cf. 4115—Evaluation/Supervision)~~

~~At the end of the school year, the Governing Board may decide not to rehire probationary employees without a statement of reasons, giving notice in accordance with Education Code 44929.21.~~

~~(cf. 4117.6—Decision Not to Rehire)~~

Legal References:

EDUCATION CODE

- ~~44660-44665—Evaluation and assessment of performance~~
- ~~44842—Automatic declining of employment~~
- ~~44918—Substitute or temporary employee; reemployment rights~~
- ~~44929.21—Districts with 250 ADA or more; notice of reelection decision.~~
- ~~44929.23—Districts with daily attendance less than 250~~
- ~~44932-44947—Suspension and/or dismissal of permanent employees~~
- ~~44948—Dismissal or suspension of probationary employees during school year~~
- ~~44948.2—Election to use provisions of Education Code 44948.3~~
- ~~44948.3—Dismissal of probationary employees (over 250 ADA)~~
- ~~44948.5—Dismissal of probationary employees (under 250 ADA)~~
- ~~44949—Cause, notice and right to hearing for dismissal of probationary employee~~
- ~~44953—Dismissal of substitute employees~~
- ~~44955—Reduction in number of permanent employees~~

GOVERNMENT CODE

- ~~3543.2—Scope of representation (re duty of district to meet and negotiate regarding causes and procedures for discipline less than dismissal)~~

BEGINNING TEACHER SUPPORT/INDUCTION

The Governing Board recognizes that intensive professional development and support will help beginning teachers apply their academic preparation more effectively in the classroom and result in greater district retention of capable beginning teachers. The Superintendent or designee shall ensure that first- and second-year teachers receive guidance to help them make an effective transition into the teaching profession.

(~~cf. 4131 – Staff Development~~)

Legal Reference:

EDUCATION CODE

~~41520-41522 Teacher Credentialing Block Grant~~

~~41530-41532 Professional Development Block Grant~~

~~44259 Credential requirements~~

~~44259.5 Standards for professional preparation programs~~

~~44275.4 Credential requirements, induction, out-of-state teachers~~

~~44279.1-44279.7 Beginning Teacher Support and Assessment Program (BTS.A)~~

~~44325-44328 District interns~~

~~44380-44386 Alternative certification~~

~~44450-44468 University interns~~

~~44560-44562 Certificated Staff Mentoring Program~~

CODE OF REGULATIONS, TITLE 5

~~6100-6126 Teacher qualifications, No Child Left Behind Act~~

~~80055 Internship credential~~

~~80413 Credential requirements~~

~~80413.3 Credential requirements; teachers with out-of-state credentials~~

UNITED STATES CODE, TITLE 20

~~6319 Highly qualified teachers~~

~~6601-6702 Preparing, training and recruiting high quality teachers and principals~~

~~7801 Definitions, highly qualified teacher~~

Management Resources:

COMMISSION ON TEACHER CREDENTIALING/CALIFORNIA DEPARTMENT OF EDUCATION POLICY

~~Funding Policy for Teacher Development Programs, December 2006~~

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

~~Induction Manual: A Credential Application Processing Guidebook for Commission-Approved~~

~~Induction Programs, June 2004~~

~~Final Report of the Individual Evaluation of the Beginning Teacher Support and Assessment Program, April 2002~~

~~Standards of Quality and Effectiveness for Professional Teacher Induction Programs, March 2002~~

~~California Standards for the Teaching Profession, 1997~~

WEB SITES

~~Beginning Teacher Support and Assessment: <http://www.btsa.ca.gov>~~

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

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

Policy

adopted: September 17, 2012

deleted: October 14, 2021

LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

PEER ASSISTANCE AND REVIEW

~~In order to assist teachers who may need additional development in subject matter knowledge and/or teaching strategies, the Governing Board shall work with the local teachers' organization to establish and maintain a program of peer assistance and review linking participating teachers with exemplary teachers serving as consulting teachers. Consulting teachers shall provide sustained, intensive support including, but not limited to, multiple classroom observations, recommendations for staff development and regular meetings with participating teachers.~~

~~(cf. 4140/4240/4340—Bargaining Units)~~

~~(cf. 4141/4241—Collective Bargaining Agreement)~~

~~The Superintendent or designee shall establish in accordance with law a joint teacher-administrator peer review panel to manage the program.~~

~~Board decisions regarding the continued employment of an individual participating teacher shall include consideration of the results of the individual's participation in the peer assistance and review program and the recommendations of the consulting teacher and review panel.~~

~~(cf. 4115—Evaluation/Supervision)~~

~~(cf. 4117.4—Dismissal)~~

~~The Board shall coordinate policies and procedures related to the district's peer assistance and review program with other district activities for staff development, teacher support and staff evaluation.~~

~~(cf. 4131—Staff Development)~~

~~(cf. 4315.1—Staff Evaluating Teachers)~~

Legal Reference:

EDUCATION CODE

~~44279.1-44279.7—Beginning teacher support and assessment~~

~~44325-44328—District intern program~~

~~44500-44508—Peer assistance and review program~~

~~44560-44562—Certificated Staff Mentoring Program~~

~~44662—Evaluation of certificated employees~~

~~44664—Evaluation~~

Management Resources:

WEB SITES

~~CSBA: <http://www.esba.org>~~

~~CDE: <http://www.cde.ca.gov>~~

~~California Commission on Teacher Credentialing: <http://www.ccte.ca.gov>~~

~~California Teachers Association: <http://www.cta.org>~~

~~California Federation of Teachers: <http://www.cft.org>~~

Policy
adopted:
deleted: October 14, 2021

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

PEER ASSISTANCE AND REVIEW

~~Joint Teacher-Administrator Peer Review Panel~~

~~The joint teacher-administrator peer review panel shall: (Education Code 44502)~~

- ~~1. — Select teachers to serve as consulting teachers~~
- ~~2. — Review peer review reports prepared by consulting teachers~~
- ~~3. — Make recommendations to the Governing Board regarding participants in the peer assistance and review program including forwarding to the Board the names of individuals who, after sustained assistance, have been unable to demonstrate satisfactory improvement~~
- ~~4. — Annually evaluate the impact of the program in order to improve the program, including but not limited to, interviews or surveys of program participants, and submit any recommendations for improvement to the Board and exclusive representative of certificated employees in the district~~

~~(cf. 4140/4240/4340—Bargaining Units)~~

~~The majority of the panel shall be composed of certificated classroom teachers chosen by other certificated classroom teachers. The remainder of the panel shall be composed of school administrators chosen by the Superintendent or designee. (Education Code 44502)~~

~~Program Participation~~

~~Teachers may volunteer to participate in the program or may be referred as a result of an unsatisfactory rating in their performance evaluation. Teachers also may be referred pursuant to a collective bargaining agreement. (Education Code 44500)~~

~~(cf. 4115—Evaluation/Supervision)~~

~~(cf. 4141/4241—Collective Bargaining Agreement)~~

~~(cf. 4315.1—Staff Evaluating Teachers)~~

~~A teacher participating in the program shall be a permanent employee of the district. (Education Code 44500)~~

~~Selection of Consulting Teachers~~

~~Consulting teachers shall be selected by the majority vote of the joint teacher-administrator peer review panel. The selection process shall include provisions for the panel to observe the candidate's classroom. (Education Code 44502)~~

~~A teacher selected to serve as a consulting teacher shall: (Education Code 44501)~~

PEER ASSISTANCE AND REVIEW (continued)

1. — Have substantial recent experience in classroom instruction
2. — Have demonstrated exemplary teaching ability as indicated by, at a minimum, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students in different contexts
3. — Be a credentialed classroom teacher with permanent status in the district

Program Components

The district's peer assistance and review program shall include: (Education Code 44500)

1. — Written performance goals for an individual teacher that are clearly stated, aligned with student learning and consistent with the evaluation criteria specified in Education Code 44662
2. — Assistance and review through multiple observations of a teacher during periods of classroom instruction
3. — A cooperative relationship between the consulting teacher and the principal with respect to the process of peer assistance and review
4. — Sufficient staff development activities to assist a teacher to improve his/her teaching skills and knowledge
5. — A monitoring component with a written record

The final evaluation of a teacher's participation in the program shall be made available for placement in the teacher's personnel file. (Education Code 44500)

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

STAFF EVALUATING TEACHERS

The Governing Board expects that administrators assigned to evaluate teachers shall:

1. — Possess a valid administrative credential
2. — Be competent in the instructional methodologies used by the teachers they evaluate
3. — Be skilled in the supervision of instruction and in techniques and procedures related to the evaluation of instruction
4. — Be familiar with district curriculum priorities, policies and practices, district standards for student progress, and district policies and procedures related to personnel supervision, performance evaluation and staff development
5. — Participate in at least one inservice per year in clinical supervision and/or other approved instructional and evaluational techniques

(cf. 4115—Evaluation/Supervision)

(cf. 4131—Staff Development)

(cf. 4331—Staff Development)

(cf. 5121—Grades/Evaluation of Student Achievement)

(cf. 5123—Promotion/Acceleration/Retention)

(cf. 6011—Academic Standards)

(cf. 6141—Curriculum Development and Evaluation)

(cf. 6146.1—High School Graduation Requirements)

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

The Superintendent or designee shall ensure that administrators who evaluate teachers meet the above criteria and shall observe each administrator while he/she is conducting a teacher evaluation. This observation shall be a factor in the subsequent evaluation of the administrator. The Superintendent or designee also shall discuss his/her observations with the administrator and may develop and implement an appropriate professional improvement program for the administrator.

(cf. 4315—Evaluation/Supervision)

Legal Reference:

EDUCATION CODE

33039—Guidelines for teacher evaluation

44660-44665—Evaluation and assessment of performance of certificated employees

44681-44689—Administrator training and evaluation

GOVERNMENT CODE

3543.2—Scope of representation (re-evaluation procedures)

Policy

adopted: September 17, 2012

deleted: October 14, 2021

LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

RESIDENCY BASED ON PARENT/GUARDIAN EMPLOYMENT**~~Applications for Admission into District Schools~~**

~~For purposes of determining eligibility for enrollment in a district school, district residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. (Education Code 48204)~~

~~(cf. 5111—Admission)~~

~~(cf. 5111.1—District Residency)~~

~~When applying for admission, the parent/guardian shall submit proof of the employment to the Superintendent or designee. This evidence may include, but not be limited to, a paycheck stub or letter from his/her employer listing an actual address within district boundaries. Documentation listing only a post office box as an address shall not be accepted.~~

~~Such evidence shall also indicate the number of hours per school week that the parent/guardian is employed at that location.~~

~~The Superintendent or designee may deny enrollment based on parent/guardian employment if any of the following circumstances exists:~~

- ~~1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer. (Education Code 48204)~~
- ~~2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan. (Education Code 48204)~~
- ~~3. The school facilities are overcrowded at the relevant grade level.~~
- ~~4. Other circumstances exist that are not arbitrary. (Education Code 48204)~~

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

~~Students enrolled in the district on the basis of parent/guardian employment shall not be required to reapply for enrollment in subsequent school years. Such students may continue to attend school in the district through the highest grade offered by the district, if the parent/guardian so chooses and if at least one of the student's parents/guardians continues to be physically employed within district boundaries, subject to the restrictions specified in items #1-4 above. (Education Code 48204)~~

~~The Superintendent or designee shall annually request the student's parent/guardian to provide evidence of the employment in order to determine the student's continuing eligibility for enrollment.~~

RESIDENCY BASED ON PARENT/GUARDIAN EMPLOYMENT (continued)

~~Requests for Transfers out of District Schools~~

~~When a student requests a transfer out of the district on the grounds that his/her parent/guardian is employed within the boundaries of another district, the Superintendent or designee may disallow the transfer for either of the following reasons: (Education Code 48204)~~

- ~~1. The difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204.~~
- ~~2. The transfer would negatively impact the district's court-ordered or voluntary desegregation plan.~~

Notifications

~~Whenever a student's application for a transfer into or out of the district is denied, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.~~

~~(cf. 9324 - Minutes and Recordings)~~

Legal Reference:

EDUCATION CODE

~~46601 Failure to approve interdistrict attendance~~

~~46607 ADA calculation for residency based on parent employment~~

~~48200-48284 Compulsory education law, especially:~~

~~48204 Residency based on parent/guardian employment~~

ATTORNEY GENERAL OPINIONS

~~84 Ops. Cal. Atty. Gen. 198 (2001)~~

Management Resources:

WEB SITES

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

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

Regulation

approved: September 17, 2012

deleted: October 14, 2021

LAKE SIDE UNION SCHOOL DISTRICT

Lakeside, California

AT-RISK STUDENTS

The Governing Board recognizes that personal, social, health, and economic circumstances of children and families sometimes place students at risk of school failure. The Board believes, however, that each student can succeed in meeting district academic standards with appropriate educational programs and support services.

(ef. 6011—Academic Standards)

(ef. 6146.1—High School Graduation Requirements)

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

(ef. 6162.52—High School Exit Examination)

District assessments and ongoing classroom evaluations shall be used to identify students performing below grade level or at risk of failing to meet district standards. The Superintendent or designee shall develop strategies to address the needs of at-risk students, which may include but are not limited to instructional strategies responsive to the needs of individual students, provision of supplemental instruction outside the regular school day, provision of effective support services, parent involvement, and/or enrollment in an alternative program.

(ef. 0420—School Plans/Site Councils)

(ef. 0450—Comprehensive Safety Plan)

(ef. 5030—Student Wellness)

(ef. 5113.1—Chronic Absence and Truancy)

(ef. 5131.6—Alcohol and Other Drugs)

(ef. 5136—Gangs)

(ef. 5137—Positive School Climate)

(ef. 5138—Conflict Resolution/Peer Mediation)

(ef. 5141.22—Infectious Diseases)

(ef. 5141.3—Health Examinations)

(ef. 5141.31—Immunizations)

(ef. 5141.32—Health Screening for School Entry)

(ef. 5141.4—Child Abuse Prevention and Reporting)

(ef. 5141.52—Suicide Prevention)

(ef. 5146—Married/Pregnant/Parenting Students)

(ef. 5147—Dropout Prevention)

(ef. 5148.3—Preschool/Early Childhood Education)

(ef. 6142.8—Comprehensive Health Education)

(ef. 6164.2—Guidance/Counseling Services)

(ef. 6164.4—Identification and Evaluation of Individuals for Special Education)

(ef. 6164.5—Student Success Teams)

(ef. 6164.6—Identification and Education Under Section 504)

(ef. 6179—Supplemental Instruction)

(ef. 6181—Alternative Schools/Programs of Choice)

The Superintendent or designee shall ensure that employees are trained to support students and are prepared to implement intervention strategies as needed or to make appropriate referrals.

(ef. 4131—Staff Development)

(ef. 4231—Staff Development)

(ef. 4331—Staff Development)

AT-RISK STUDENTS (continued)

The Superintendent or designee shall establish a student assistance program to help coordinate the district's learning support programs including education, prevention, early identification, intervention, referral, and support services, into an integrated delivery system.

The district's program for at-risk students shall emphasize coordination between site, district, and community-based programs in order to ensure effective implementation and shared accountability.

*Legal Reference:*EDUCATION CODE

8800-8807 Healthy Start support services for children
 11500-11506 Programs to encourage parent involvement
 35160 Authority of governing boards
 35183 Gang-related apparel
 41505-41508 Pupil Retention Block Grant
 41510-41514 School Safety Consolidated Competitive Grant
 44049 Report of alcohol or controlled substance abuse
 48260-48273 Truancy
 48400-48454 Continuation education
 48660-48666 Community day schools
 49400-49409 Student health
 49450-49457 Physical examinations of students
 49600-49604 Educational counseling
 51266-51266.5 Gang and substance abuse prevention curriculum
 51268 Collaboration re drug, alcohol and tobacco prevention
 51745-51749.3 Independent study programs
 52200-52212 Gifted and Talented Pupil Program
 52800-52887 School-Based Program Coordination Act
 54400-54425 Programs for disadvantaged children
 54440-54445 Migrant children
 54740-54749.5 California School Age Families
 56000-56001 Special education programs
 56302 Identification and assessment of needs for individuals with disabilities

REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS

52014 Inclusion of activities in plan
 52015 Components of plan
 54685-54686.2 Early Intervention for School Success Program

HEALTH AND SAFETY CODE

11802 Joint school-community alcohol abuse primary education and prevention program
 120325-120380 Immunizations
 121475-121520 Tuberculosis tests for students
 124025-124110 Child health and disability prevention program

PENAL CODE

11164-11174.3 Child abuse and neglect reporting

AT-RISK STUDENTS (continued)

~~WELFARE AND INSTITUTIONS CODE~~

~~4343-4360 Primary intervention programs—mental health~~

~~4370-4390 School-based early mental health intervention and prevention~~

~~18975-18979 Child abuse prevention training~~

~~18986.40-18986.46 Interagency children's services programs~~

~~CODE OF REGULATIONS, TITLE 5~~

~~11900-11935 Healthy Start program~~

~~UNITED STATES CODE, TITLE 20~~

~~6301-6578 Title I programs~~

~~WEB SITES~~

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

Policy
adopted:
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

EQUIPMENT, BOOKS AND MATERIALS

The Governing Board recognizes that student learning is enhanced when students have access to high-quality textbooks, equipment and other instructional materials for each of the subjects they are studying. To adequately support the Board-approved curriculum, instructional materials also should be up-to-date.

The Superintendent or designee shall develop procedures for determining the sufficiency of district instructional materials in providing accurate, current information and ensuring that students have access to standards-based materials. When new instructional materials have been chosen in accordance with the district's selection and evaluation policy, the Board shall make final decisions regarding their purchase.

(cf. 0440—District Technology Plan)
(cf. 3270—Sale and Disposal of Books, Equipment and Supplies)
(cf. 6141—Curriculum Development and Evaluation)
(cf. 6161.1—Selection and Evaluation of Instructional Materials)
(cf. 6163.1—Library Media Centers)

Legal Reference:

EDUCATION CODE

60010—Definitions

60040-60047—Instructional requirements and materials

60119—Public hearing on sufficiency of materials

60200-60206—Elementary school materials

60240-60252—State Instructional Materials Fund

60400-60411—High school textbooks

60420-60424—Instructional Materials Funding Realignment Program

CODE OF REGULATIONS, TITLE 5

9505-9532—Instructional materials, especially:

9531-9532—Instructional Materials Funding Realignment Program

Management Resources:

WEB SITES

CDE, Curriculum Frameworks and Instructional Resources Division: <http://www.cde.ca.gov/cfir>

TOXIC ART SUPPLIES

The Governing Board recognizes its responsibility to protect the health and safety of students in the selection of materials used for instruction in arts and crafts activities.

~~The Superintendent or designee shall develop procedures for the purchase, use and proper disposal of arts and crafts materials which ensure that the health and safety of students is protected from harmful exposure to toxic substances in accordance with Education Code 32064 and established health standards.~~

~~The Superintendent or designee shall ensure that arts and crafts material purchased for use by students in grades K-6 will not contain toxic substances or cause chronic illness as determined by the State Department of Health Services.~~

~~Students in grades 7-8 are considered able to read and understand product labels and to take adequate precautions to use products which are prohibited for use in grades K-6. The Superintendent or designee shall ensure that arts and crafts materials purchased for use in grades 7-8 meet the requirements of Education Code 32065. The products must be properly labeled to identify toxic ingredients, warn of potential adverse health effects and describe procedures for safe use and storage.~~

~~(cf. 3514—Environmental Safety)
(cf. 3514.1—Hazardous Substances)
(cf. 5142—Safety)~~

*Legal Reference:*EDUCATION CODE

~~32060—Legislative findings and declarations
32061—Art or craft material; definition
32062—Human carcinogen; definition
32063—Toxic substance causing chronic illness; definition
32064—Restrictions on purchases of arts and crafts materials
32065—Warning labels
32066—List of toxic art supplies; preparation and distribution~~

HEALTH AND SAFETY CODE

~~108500-108515—Labeling of arts and crafts materials~~

PENAL CODE

~~594.1—Aerosol containers of paint~~

*Management Resources:*CDE PROGRAM ADVISORIES:

~~0712.94 Toxic Art Supplies—List of Approved Products CIL :94/95-01~~

Policy

adopted: September 17, 2012

deleted: October 14, 2021

LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/21

Agenda Item:

Board Policy, Administrative Regulation, and Exhibit 1313: Civility Policy

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

First Reading: New policy addresses the importance of civility to the effective operation of the district, including its role in creating a positive school climate and enabling a focus on student well-being, learning, and achievement. Policy includes First Amendment free speech considerations, behavior that constitutes civil behavior, practices that promote civil behavior, and authorization to educate or provide information to students, staff, parents/guardians, and community members to assist in the recognition, development, and demonstration of civil behavior. Policy also includes material regarding behavior that is disruptive, hinders the orderly conduct of district operations or programs, or creates an unsafe learning or working environment, as well as the prohibition of, and consequences for, behavior which is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence.

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:


Principal/Department Head Signature

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

CIVILITY POLICY

The Governing Board recognizes the impact that civility has on the effective operation of the district, including its role in creating a safe and positive school climate and enabling a focus on student well-being, learning, and achievement. The Board believes that each person should be treated with dignity and respect in their interactions within the school community.

(cf. 0415 - Equity)

(cf. 5137 - Positive School Climate)

The Board understands that the First Amendment provides strong protection for speech. However, the Board expects that all speech and expression will comport with norms of civil behavior on district grounds, in district facilities, during district activities or events, and in the use of district electronic/digital systems and platforms.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 9323 - Meeting Conduct)

Civil behavior is polite, courteous, and reasonable behavior which is respectful to others and includes integrity, honesty, acceptance, timeliness, dependability, observance of laws and rules, and effective communication.

The Board and district staff shall model civil behavior as an example of behavior that is expected throughout the district. Practices that promote civil behavior include actively listening, giving full attention to the speaker, and refraining from interruptions; welcoming and encouraging participation, input, and feedback through stakeholder engagement; promptly responding to concerns; and embracing varying and diverse viewpoints. Such practices may be incorporated into governance standards adopted by the Board or Superintendent and/or professional standards or codes of conduct for employees as specified in district policies and regulations.

(cf. 2111 - Superintendent Governance Standards)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 9005 - Governance Standards)

Students, staff, parents/guardians, and community members should be educated in the recognition, development, and demonstration of civil behavior. The Superintendent or designee may incorporate related concepts in the curriculum, provide staff development activities, and/or communicate this policy to the school community.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

CIVILITY POLICY

Students, staff, parents/guardians, and community members shall not communicate or behave in a manner that causes disruption; hinders the orderly conduct of district operations, the educational program, or any other district program or activity; or creates an unsafe learning or working environment. The Superintendent or designee may respond to disruptive, violent, or threatening behavior in accordance with law and as specified in BP/AR 3515.2 - Disruptions.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1250 - Visitors/Outsiders)
(cf. 3515.2 - Disruptions)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 3515.7 - Firearms on School Grounds)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.2 - Bomb Threats)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)
(cf. 4158/4258/4358 - Employee Security)

(cf. 5131.4 - Student Disturbances)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5138 - Conflict Resolution/Peer Mediation)

Behavior by students or staff that is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence, or behavior that is in any other way unlawful, is prohibited and is subject to discipline in accordance with law and as specified in district policy and regulations.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)
(cf. 5145.9 - Hate-Motivated Behavior)

~~The Board of Education expects all Lakeside Union School District staff to treat all community members with respect and will expect the same in return. The district is committed to maintaining orderly educational and administrative processes in keeping schools and administrative offices free from disruptions and preventing unauthorized persons from entering school/district grounds.~~

CIVILITY POLICY

~~This policy promotes mutual respect, civility, and orderly conduct among district employees, parents, and the public. This policy is not intended to deprive any person or his/her right to freedom of expression, but only to maintain, to the extent possible and reasonable, a safe, harassment free work place for our students and staff. In the interest of presenting district employees as positive role models to the children of this district as well as the community, LUSD encourages positive communication, and discourages volatile, hostile, or aggressive actions. The district seeks public cooperation with this endeavor.~~

~~(cf. 0410. Recognition of Human Diversity)~~

Disruptions

- ~~1. Any individual who disrupts or threatens to disrupt school/office operations; threatens the health and safety of students or staff, willfully causes property damage; uses loud and/or offensive language, which could encourage a violent reaction; or who has otherwise established a continued pattern of unauthorized entry on school district property, will be directed to leave school or school district property promptly by the superintendent or designee.~~
- ~~2. If any member of the public uses obscenities or speaks in a demanding, loud, insulting, and/or demeaning manner, the administrator or employee to whom the remarks are directed will calmly and politely admonish the speaker to communicate civilly. If corrective action is not taken by the abusing party, the district employee will verbally notify the abusing party that the meeting, conference, or telephone conversation is terminated, and if the meeting or conference is on district premises, the offending person will be directed to leave promptly.~~
- ~~3. When an individual is directed to leave under Paragraph 1 or 2, the superintendent or designee shall inform the person that he/she will be guilty of a misdemeanor in accordance with California Education Code 44811 and Penal Codes 415.5 and 626.7 if he/she reenters any district facility within 30 days after being directed to leave, or within seven days if the person is a parent/guardian of a student attending that school. If an individual refuses to leave upon request or returns before the applicable period of time, the superintendent or designee may notify law enforcement officials. The Civility Policy Incident Report should be completed for the situations as set forth in paragraphs 1 and 2. (Exhibit 1313)~~
- ~~4. If an individual wishes to contest an action under paragraph three (3) of this part, he/she may present a Formal Complaint Form to the Superintendent or designee who will investigate the situation, take into account the nature of the Complaint and all necessary factors, and respond appropriately within a reasonable time.~~

~~(cf. 5146—Campus Disturbance)~~

~~(cf. 5146(c)—Disturbing the Peace)~~

~~(cf. 9323—Meeting Conduct)~~

CIVILITY POLICY

Safety and Security

- ~~1. When violence is directed against an employee, or theft against property, employees shall promptly report the occurrence to their principal or supervisor and complete an Incident Report. Employees and supervisors should complete an Incident Report and report to law enforcement any attack, assault, or threat made against them on school/district premises or at school/district sponsored activities.~~
- ~~2. An employee whose person or property is injured or damaged by willful misconduct of a student may ask the district to pursue legal action against the student or the student's parent/guardian.~~

Documentation

~~When it is determined by staff that a member of the public is in the process of violating the provisions of this policy, an effort should be made by staff to provide a written copy of this policy, including applicable code provisions, at the time of occurrence. The employee will immediately notify his/her supervisor and provide a written report of the incident.~~

Legal Reference:

EDUCATION CODE

32210 Disturbing School

44014 Assault on Personnel

44810 Person on School Grounds

44811 Insults and Abuses

PENAL CODE

243.5 Arrest on School Grounds

415.5 Fighting on School Grounds

626.8 Entry of School by Person Not on Lawful Business

627.7 Refusal to Leave School Grounds

200-262.4 Educational equity

32210 Willful disturbance of public school or meeting

32211 Threatened disruption or interference with classes

32212 Classroom interruptions

32280-32289.5 School safety plans

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules

44050 Employee code of conduct; interaction with students

44807 Teachers' duty concerning conduct of students

44810 Willful interference with classroom conduct

44811 Disruption of classwork or extracurricular activities

48900-48926 Suspension and expulsion, especially:

48907 Exercise of free expression; rules and regulations

48950 Speech and other communication

49330-49335 Injurious objects

CIVIL CODE

51.7 Freedom from violence or intimidation

CIVILITY POLICY

GOVERNMENT CODE

54954.3 *Opportunity for public to address legislative body; regulations*

54957.9 *Disorderly conduct of general public during meeting; clearing of room*

PENAL CODE

243.5 *Assault or battery on school property*

415.5 *Disturbance of peace of school*

422.55 *Definition of hate crime*

422.6 *Civil rights; crimes*

626-626.11 *School crimes*

627-627.10 *Access to school premises*

653b *Loitering about schools or public places*

653.2 *Electronic communication devices; threats to safety*

CALIFORNIA CONSTITUTION

Article 1, Section 2 *Freedom of speech and expression*

Article 1, Section 28 *Right to safe schools*

U.S. CONSTITUTION

Amendment 1, *Freedom of speech and expression*

COURT DECISIONS

City of San Jose v. Garbett (2010) 190 Cal.App.4th 526

Norse v. City of Santa Cruz (9th Cir. 2010) 629 F.3d 966

Baca v. Moreno Valley Unified School District (1996) 936 F.Supp. 719

Hazelwood School District v. Kuhlmeier (1988) 484 U.S. 260

Management Resources:

CSBA PUBLICATIONS

Superintendent Governance Standards

Professional Governance Standards for School Boards, June 2019

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California's Social and Emotional Learning: Guiding Principles, 2018

Social and Emotional Learning in California: A Guide to Resources, October 2018

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Professional Standards for Education Leaders (CPSEL), February 2014

NATIONAL POLICY BOARD FOR EDUCATIONAL ADMINISTRATION

Professional Standards for Educational Leaders, October 2015

WEB SITES

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

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

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

Center for Safe and Responsible Internet Use: <https://www.ewa.org/organization/center-safe-and-responsible-internet-use>

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

National Council for the Social Studies Connected: <https://connected.socialstudies.org>

National Policy Board for Educational Administration: <https://www.npbea.org>

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

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

U.S. Equal Employment Opportunity Commission: <https://www.eeoc.gov>

CIVILITY POLICY

In order to keep schools and administrative offices free from disruptions and to prevent unauthorized individuals from entering school or district grounds, procedures will be established to support a safe work place for students and staff. The intent of these procedures will be to promote mutual respect, civility, and orderly conduct among district employees, parents, and the public.

Disruptions

1. Members of the public who use obscenities or speak in a loud, insulting, and/or demeaning manner will be calmly and politely reminded by district employees to communicate in a civil manner.
2. Members of the public who continue to speak in a demeaning manner will be politely notified that the meeting, conference, or telephone conversation is terminated. If the meeting or conference is on district property, the offending person will be directed to leave the premises.
3. The employee(s) involved in this situation will notify the site administrator of the situation.
4. Any individual will be directed to leave district property by the school or district office administration who
 - a. Disrupts or threatens to disrupt school/office operations
 - b. Threatens school/office operations
 - c. Threatens the health and safety of students or staff
 - d. Willfully causes property damage
 - e. Uses loud and/or offensive language, which could encourage a violent reaction
 - f. Has established a continued pattern of unauthorized entry on district property
5. If an individual refuses to leave upon request, the site or district office administrator may contact law enforcement officials. The superintendent or designee will be immediately notified if this occurs.
6. The superintendent or designee will inform the individual removed from district property that he/she will be guilty of a misdemeanor in accordance with California Education Code 44811 and Penal Code 415.5 and 626.7 if he/she reenters any district facility within 30 days after being directed to leave or within 7 days if the person is a parent/guardian of a student attending that school.

CIVILITY POLICY

7. If an individual wishes to contest an action taken by the district under this section, he/she must submit a written Notice of Complaint to the Superintendent or designee within five (5) days of the district's action. Upon receipt of the Notice of Complaint, the district will initiate the Uniform Complaint Procedures under the California Code of Regulations.

(cf. 1312.3 - Uniform Complaint Procedures)

8. Employees will immediately report to site or district office administration any violence directed against the employee or an incident of property theft.
9. Additionally, a written report will be filed by completing the Civility Policy Incident Report Form E 1313. This report will be given to the assistant superintendent, education services within 24 hours of the incident.
10. Law enforcement will be contacted by site or district office administration to report any attack, assault or threat made against an employee while on district premises or at district-sponsored activities.
11. An effort will be made to provide the individual offender with a copy of the Civility Policy if a violation of this policy occurs. (CCR, Title 5, Sections 4600-4687)

CIVILITY POLICY INCIDENT REPORT

Name: _____

Site: _____

Today's date: _____

Date and time (approximate) of incident: _____

Location of incident (office, classroom, hallway, etc.): _____

Name of person you are reporting (if known): _____

Is this person a parent/guardian or relative to a student at LUSD? ____ Yes ____ No

Did you feel your wellbeing/safety was threatened? ____ Yes ____ No

Were there any witnesses to this incident? ____ Yes ____ No

Name(s) of witness(es): _____

Were the police contacted? ____ Yes ____ No

Below, please describe what happened: _____

If you need additional space, please use the back of this sheet. Thank you

Signature of Person completing form

A copy of this Incident Report should be sent to the Assistant Superintendent, Ed Services

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/21

Agenda Item:

Board Policy and Administrative Regulation 5141.52: Suicide Prevention

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

First Reading: Policy updated to expand material regarding stakeholder engagement and best practices for suicide prevention, intervention, and postvention, and for consistency with CDE's Model Youth Suicide Prevention Policy, including an enhanced list of participants for staff development, the importance of resiliency skills to student instruction, the review of materials and resources for alignment with safe and effective messaging, information to be provided to parents/guardians and caregivers, and the establishment of district and/or school site crisis intervention team(s). Policy also updated to clarify that the policy may be reviewed more frequently than the five-year review requirement of law, and that district data pertaining to reports of suicidal ideation, attempts, or death and data that reflect school climate be periodically reviewed to aid in program development.

Regulation updated to expand the section on "Staff Development" by adding to the list of participants for suicide prevention training, topics to be included in such training, and additional professional development for specified groups and to enhance the section on "Instruction" by adding to the list of topics to be taught and authorizing the development and implementation of school activities that raise awareness about mental health wellness and suicide prevention. Regulation also updated to include, for districts that have crisis intervention teams, the contact information for district and/or school site crisis intervention team members, add that school counselors may disclose a student's personal information to report child abuse and neglect as required by law, and include providing comfort to a student who has attempted or threatened to attempt suicide.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ **Informational**

☒ **Discussion**

☐ **Approval**

☐ **Adoption**

☐ **Denial**

☐ **Ratification**

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

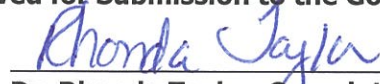
Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Reviewed by Cabinet Member: _____

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, Superintendent

SUICIDE PREVENTION

The Governing Board recognizes that suicide is a leading cause of death among youth, **prevention is a collective effort that requires stakeholder engagement**, and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior, and its impact on students and families, **and other trauma associated with suicide**, the Superintendent or designee shall develop measures, and strategies, **practices, and supports** for suicide prevention, intervention, and postvention.

In developing measures and **procedures** ~~strategies~~ for **suicide prevention, intervention, and postvention**, ~~use by the district~~, the Superintendent or designee ~~may~~ **shall** consult with school **and community stakeholders, school employed mental health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, suicide prevention experts, local health agencies, mental health professionals, and community organizations** and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)

(cf. 1220 - Citizen Advisory Committees)

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

School and community stakeholders and school mental health professionals with whom the Superintendent or designee shall consult may include district and school administrators, school counselors, school psychologists, school social workers, school nurses, other staff, parents/guardians and caregivers, students, local health agencies, mental health professionals, community organizations, law enforcement, legal counsel, and/or the district's risk manager or insurance carrier. The Superintendent or designee may also collaborate with county and/or city governments in an effort to align district policy with any existing community suicide prevention plans.

~~Such~~ Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, **interns**, school counselors, and others ~~district employees~~ who interact with students, **including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers**

(cf. 1240 - Volunteer Assistance)

(cf. 4112.21 - Interns)

(cf. 4121 - Temporary/Substitute Personnel)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 5142 - Safety)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

SUICIDE PREVENTION

(cf. 6145.2 - Athletic Competition)

2. Instruction to students in problem-solving, ~~and~~ coping skills, **and resiliency skills** to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 – Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 – Title IX Sexual Harassment Complaint Procedures)

(cf. 5145.9 - Hate-Motivated Behavior)

4. **The review of materials and resources used in awareness efforts and communications to ensure they align with best practices for safe and effective messaging about suicide**

- 5 4. The provision of information to parents/guardians **and caregivers regarding** ~~which describes risk~~ **and protective** factors, ~~and~~ warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, **the district's suicide prevention policy and procedures**, basic steps for helping suicidal youth, **the importance of communicating with appropriate staff if suicide risk is present or suspected, access to suicide prevention training**, and/or school and community resources that can help youth in crisis.

- 6 5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

- 7 6. Crisis intervention procedures for addressing suicide threats or attempts

- 8 7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

SUICIDE PREVENTION

- 9. Establishment of district and/or school-site crisis intervention team(s) to ensure the proper implementation and review of this policy and other district practices related to the emotional and behavioral wellness of students, including, but not limited to, the oversight of mental health and suicide prevention training, collaboration with community mental health organizations, identification of resources and organizations that provide evidence-based treatment, collaboration to build community response, and compliance with Education Code 215**

(cf. 5141.5 - Mental Health)

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

(cf. 5141.6 - School Health Services)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. The Board may, at its discretion, review the policy more frequently. (Education Code 215)

The Superintendent or designee shall periodically review district data pertaining to school climate and reports of suicidal ideation, attempts, or death to identify patterns or trends and make recommendations regarding program development.

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

SUICIDE PREVENTION

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies

215.5 Suicide prevention hotline contact information on student identification cards

216 Suicide prevention online training programs

234.6 Posting suicide prevention policy on website

32280-32289.5 Comprehensive safety plan

49060-49079 Student records

49602 **Counseling**; Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5883 **5886** Children's Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019

Model Youth Suicide Prevention Policy

CALSCHLS PUBLICATIONS

California Healthy Kids Survey (CHKS)

California School Parent Survey (CSPS)

California School Staff Survey (CSSS)

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

EACH MIND MATTERS: CALIFORNIA'S MENTAL HEALTH MOVEMENT PUBLICATIONS

Making Headlines: Guide to Engaging the Media in Suicide Prevention in California, 2012

HEARD ALLIANCE PUBLICATIONS

K-12 Toolkit for Mental Health Promotion and Suicide Prevention, 2017

MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMUNICATIONS PUBLICATIONS

Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015

SUICIDE PREVENTION RESOURCE CENTER PUBLICATIONS

After a Suicide: A Toolkit for Schools, 2nd Edition, 2018

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

Preventing Suicide: A Toolkit for High Schools, 2012

SUICIDE PREVENTION

WEB SITES

American Academy of Pediatrics: <https://www.healthychildren.org>
American Association of Suicidology: <http://www.suicidology.org>
American Foundation for Suicide Prevention: <https://afsp.org>
American Psychological Association: <http://www.apa.org>
American School Counselor Association: <https://www.schoolcounselor.org>
California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>
California Department of Health Care Services, Mental Health Services:
<http://www.dhcs.ca.gov/services/MH>
California Mental Health Services Authority: <https://www.calmhsa.org>
CalSCHLS: <https://calschls.org>
Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>
Crisis Text Line: <https://www.crisistextline.org>
Each Mind Matters: California's Mental Health Movement: <https://emmresourcecenter.org>
HEARD Alliance: <https://www.heardalliance.org>
Mental Health Services Oversight and Accountability Commission: <https://mhsoac.ca.gov>
National Action Alliance for Suicide Prevention: <https://theactionalliance.org>
National Association of School Psychologists: <https://www.nasponline.org>
National Child Traumatic Stress Network: <https://www.nctsn.org>
National Institute for Mental Health: <http://www.nimh.nih.gov>
Substance Abuse and Mental Health Services Administration: <https://www.samhsa.gov>
Suicide Prevention Lifeline: <https://suicidepreventionlifeline.org>
Suicide Prevention Messaging: <https://suicidepreventionmessaging.org>
Suicide Prevention Resource Center: <https://www.sprc.org/about-suicide>
Suicide Prevention Lifeline: <https://suicidepreventionlifeline.org>
Trevor Project: <http://thetrevorproject.org>
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: <http://www.samhsa.gov>

SUICIDE PREVENTION

~~Student identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)~~

Staff Development

Suicide prevention training shall be provided to teachers, **interns**, counselors, and others ~~district employees~~ who interact with students. , **including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers.** The training shall be offered under the direction of a district counselor,[/] psychologist, **and/or social worker who has received advanced training specific to suicide and who may collaborate** ~~and/or in cooperation with one or more~~ **county or** community mental health agencies.

(cf. 1240 - Volunteer Assistance)

(cf. 4112.21 - Interns)

(cf. 4121 - Temporary/Substitute Personnel)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 5142 - Safety)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6145.2 - Athletic Competition)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Additionally, Staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are **impacted** ~~bereaved~~ by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth
2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe **or traumatic** stressor or loss, family instability, impulsivity, and other factors

SUICIDE PREVENTION

(cf. 5131.6 - Alcohol and Other Drugs)

3. **Identification of students who may be at risk of suicide, including, but not limited to, w**Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent
4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community
5. Instructional strategies for teaching the suicide prevention curriculum, ~~and~~ promoting mental and emotional health, **reducing the stigma associated with mental illness, and using safe and effective messaging about suicide**
6. **The importance of early prevention and intervention in reducing the risk of suicide**
76. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

87. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for **constant monitoring and supervision of the student, during the time the student is in the school's physical custody**, while the immediate referral of the student to medical or mental health services is being processed
98. District procedures for responding after a suicide has occurred
10. **Common misconceptions about suicide**

The district may provide additional professional development in suicide risk assessment and crisis intervention to district mental health professionals, including, but not limited to, school counselors, psychologists, social workers, and nurses.

Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into

SUICIDE PREVENTION

the health education curriculum **in an age and developmentally** at appropriate secondary grades and shall be designed to help students:

1. Identify and analyze **warning signs of and risk factors associated with suicide, including, but not limited to, understanding how mental health challenges and emotional distress, such as depression and self-destructive behaviors in oneself and others and understand how** feelings of depression, loss, isolation, inadequacy, and anxiety, can lead to thoughts of suicide
2. Develop coping and resiliency skills **for dealing with stress and trauma, and building self-esteem**
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults; school resources, **including the district's suicide prevention, intervention, and referral procedures;** and/or community crisis intervention resources where youth can get help ~~and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention~~

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.6 - School Health Services)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6164.2 - Guidance/Counseling Services)

5. **Develop help-seeking strategies** and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

(cf. 5131.6 - Alcohol and Other Drugs)

6. **Recognize that early prevention and intervention can drastically reduce the risk of suicide**

The Superintendent or designee may develop and implement school activities that raise awareness about mental health wellness and suicide prevention.

(cf. 6145.8 - Assemblies and Special Events)

Student Identification Cards

Student identification cards for students in grades 7-12 shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

SUICIDE PREVENTION

Intervention

The Superintendent or designee shall provide the name, title, and contact information of the members of the district and/or school crisis intervention team(s) to students, staff, parents/guardians, and caregivers and on school and district web sites. Such notifications shall identify the mental health professional who serves as the crisis intervention team's designated reporter to receive and act upon reports of a student's suicidal intention.

Students shall be encouraged to notify a teacher, principal, counselor, **designated reporter**, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal, ~~or~~ school counselor, **or designated reporter**, who shall implement district intervention protocols as appropriate.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, ~~referenced~~, or discussed, **or referred to** with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment, **or to report child abuse and neglect as required by Penal Code 11164-11174.3.** (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

~~School employees shall act only within the authorization and scope of their credential or license. An employee is not authorized to diagnose or treat mental illness unless specifically licensed and employed to do so. (Education Code 215)~~

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary

SUICIDE PREVENTION

2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision **and providing comfort to the student** until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

(cf. 0450 - Comprehensive Safety Plan)
~~*(cf. 5141 - Health Care and Emergencies)*~~

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school and determine the need for ongoing support.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from

SUICIDE PREVENTION

school counselors or other mental health professionals in determining how ~~to~~ best ~~to~~ discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112- Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/21

Agenda Item:

Board Policy and Administrative Regulation 5145.3: Nondiscrimination/Harassment

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

First Reading: Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which require that allegations of sexual harassment that meet the federal definition be investigated through Title IX complaint procedures, as described in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, rather than the district's uniform complaint procedures.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ **Informational**

☒ **Discussion**

☐ **Approval**

☐ **Adoption**

☐ **Denial**

☐ **Ratification**

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

NONDISCRIMINATION/HARASSMENT

This policy shall apply to all acts **constituting unlawful discrimination or harassment** 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

The Governing Board desires to provide a safe school environment that allows all students equal access to 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 any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, **medical condition**, 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)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also ~~includes the creation of a hostile environment through~~ **occurs when** 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 participates in the investigation of a complaint or report 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. **In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's web site in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation.**

~~He/she~~ **The Superintendent or designee** shall provide training and/or 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~~ **The Superintendent or designee** shall report ~~his/her~~ **the** 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 when the behavior 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*

49060-49079 *Student records*

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*

4600-4670 *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*

12101-12213 *Title II equal opportunity for individuals with disabilities*

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*

104.8 *Notice*

NONDISCRIMINATION/HARASSMENT (continued)

Legal Reference: (continued)

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Prohibition of discrimination based on age

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~~ **March 2017**

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

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

Resolution Agreement Between the Arcadia Unified School District, U.S. Department of Education, Office for Civil Rights, and the U.S. Department of Justice, Civil Rights Division, (2013) OCR 09-12-1020, DOJ 169-12C-70

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

***Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, August 2003**

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 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, ethnicity, ethnic group identification, age, religion, marital or parental status, pregnancy, physical or mental disability, **medical condition**, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status; 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)

Executive Director, Pupil Services

12335 Woodside Avenue, Lakeside, CA 92040

(619) 390-2624

(email)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5145.7 – Sexual Harassment)

(cf. 5145.71 – Title IX Sexual Harassment 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, **including the coordinator/compliance officer's contact information**, to students, parents/guardians, employees, volunteers, and the general public ~~and by posting them on the district's web site and other locations that are easily~~ **in a prominent locations and providing easy accessible to students through district-supported communications.** (Education Code 234.1)

(cf. 1113 – District and School Web Sites)

(cf. 1114 – District Sponsored Social Media)

NONDISCRIMINATION/HARASSMENT (continued)

- 2. Post the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)**

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

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 5145.9 - Hate-Motivated Behavior)

- 3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)**
- 4. Post in a prominent location on the district web site in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.6, 221.61, 234.6)**
 - a. The name and contact information of the district's Title IX Coordinator, including the phone number and email address**
 - b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)**
 - c. A description of how to file a complaint of noncompliance under Title IX, which shall include:**
 - (1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations**
 - (2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site**

NONDISCRIMINATION/HARASSMENT (continued)

- (3) **A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office**
- d. **A link to the Title IX information included on the California Department of Education's (CDE) web site**
- 5. **Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. Such resources shall be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)**
- 2 6. 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 7. 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 that they may request to meet with the compliance officer to determine how best to accommodate 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.

(cf. 5145.6 - Parental Notifications)

- 4 8. ~~The Superintendent or designee shall e~~Ensure that all students and parents/guardians, including 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.

NONDISCRIMINATION/HARASSMENT (continued)

- 5 9. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or 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 instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

- 6 10. 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)

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

- 7 11. 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 **and ensure their privacy rights**.

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

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, **how to report it or file a complaint**, 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 **the school's response plan to unlawful discrimination or harassment**

NONDISCRIMINATION/HARASSMENT (continued)

(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)

5. Taking appropriate disciplinary action against **students, employees, perpetrators** and anyone determined to have engaged in wrongdoing **in violation of district policy**, including any student who is found to have ~~made~~ **filed** a complaint of discrimination that ~~he/she~~ **the student** 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~~ **Students** who feels that ~~he/she has~~ **they have** been subjected to unlawful discrimination described above or in district policy **is are** strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, ~~any~~ students 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~~ **verbal** report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is submitted to or received by the principal or compliance officer, ~~he/she~~ **the principal or compliance officer** shall **notify the student or parent/guardian of the right to file a formal complaint in accordance with** ~~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 **or, for complaints of sexual harassment that meet the federal Title IX definition, AR 5145.71 – Title IX Sexual Harassment Complaint Proceduresb. Once notified verbally or in writing, the compliance officer shall begin the investigation and** ~~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~~

NONDISCRIMINATION/HARASSMENT (continued)

~~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.~~ **Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.**

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

~~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)

Transgender and Gender-Nonconforming Students

Gender identity means a student's gender-related identity, appearance, or behavior **as determined from the student's internal sense**, 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 **the gender that traditionally associated with the assigned sex** at birth.

The district prohibits 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~~ **or that have the purpose or effect of producing** a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, **regardless of**

NONDISCRIMINATION/HARASSMENT (continued)

whether the acts are sexual in nature ~~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~~ **the student's** gender identity
2. Disciplining or disparaging a ~~transgender student~~ **or excluding** ~~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~~ **the student from participating in activities, for behavior or appearance that is consistent with the student's gender identify or that does not conform to stereotypical notions of masculinity or femininity, as applicable**
3. Blocking a student's entry to the bathroom that corresponds to ~~his/her~~ **the student's** gender identity ~~because the student is transgender or gender-nonconforming~~
4. Taunting a student because ~~he/she~~ **the student** 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, **without the student's consent**
6. ~~Use of~~ **Using** gender-specific slurs
7. ~~Physically assaulting of~~ a student motivated by hostility toward ~~him/her~~ **the student** because of ~~his/her~~ **the student's** gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) **or Title IX sexual harassment procedures (AR 5145.71), as applicable**, 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:

NONDISCRIMINATION/HARASSMENT (continued)

1. Right to privacy: A student's transgender or gender-nonconforming status is ~~his/her~~ **the student's** 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~~ **the employee** 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~~ **the student's** 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 student's need for support, the compliance officer may 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~~ **the student's** 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.

(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 **that** ~~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.
3. Addressing a Student's Transition Needs: The compliance officer shall arrange a meeting with the student and, if appropriate, ~~his/her~~ **the student's** parents/guardians to identify and develop strategies for ensuring that the student's access to educational 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 addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to ~~his/her~~ **the student's** 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

NONDISCRIMINATION/HARASSMENT (continued)

activities, including, but not limited to, sports and other competitive endeavors. In form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting ~~his/her~~ **the student's** 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:** 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, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options 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 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~~ **the student's** is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with ~~his/her~~ **the student's** 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~~ **the student's** 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~~ **with proper documentation**. 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.~~ **When a student presents government-issued documentation of a name and/or gender change or submits a request for a name and/or gender change through the process specified in Education Code 49070, the district shall update the student's records. (Education Code 49062.5, 49070)**

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.3 - Challenging Student Records)

NONDISCRIMINATION/HARASSMENT (continued)

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~~ **the student's** gender identity, without the necessity of a court order or a change to ~~his/her~~ **the student's** 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~~ **the student's** gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress ~~Code~~ and Grooming)

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/21

Agenda Item:

Board Policy 5145.9: Hate-Motivated Behavior

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

First Reading: Policy updated to bolster the governing board's commitment to providing a respectful, inclusive, and safe learning environment, including adding a definition of hate-motivated behavior which incorporates a list of characteristics which may motivate prohibited behavior, reflecting the importance of celebrating diversity, enhancing the list of topics for student instruction and staff development, adding material regarding regularly occurring staff training, and including student and staff discipline for engaging in hate-motivated behavior. Policy also updated to include the requirement to post the policy in a prominent location on the district's web site and add that, in addition to other staff listed, complaints may be reported to the district's compliance officer.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ **Informational**

☒ **Discussion**

☐ **Approval**

☐ **Adoption**

☐ **Denial**

☐ **Ratification**

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

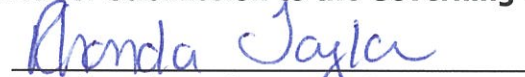
☐ **Explanation:** Click here to enter text.

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

HATE-MOTIVATED BEHAVIOR

The Governing Board is committed to providing a respectful, inclusive, and safe learning environment that protects students from discrimination, harassment, intimidation, bullying, or any other type of behavior that is motivated by hate. ~~In order to create a safe learning environment for all students, the Governing Board desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.~~

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

(cf. 0415 – Equity)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 460 – Local Control and Accountability Plan)

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

(cf. 5131 – Conduct)

(cf. 5131.2 – Bullying)

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5136 - Gangs)

(cf. 5137 - Positive School Climate)

(cf. 5141.52 - Suicide Prevention)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5147 - Dropout Prevention)

(cf. 5149 – At Risk Students)

Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents in a timely manner when they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe ~~an~~ environments for youth ~~where diversity is celebrated and hate-motivated behavior is not tolerated~~. ~~These~~ Such collaborative efforts shall focus on ~~efforts shall be focused on providing an efficient use of district and community resources the development of effective prevention strategies and response plans, providing provision of~~

HATE-MOTIVATED BEHAVIOR (continued)

assistance to students affected by hate-motivated behavior, and/or education of students who have perpetrated hate-motivated acts.

(cf. 1020 - Youth Services)

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

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6020 - Parent Involvement)

The district shall provide **students with** age-appropriate instruction **that:** ~~to help promote an understanding of and respect for human rights, diversity, and tolerance in a multicultural society and to provide strategies to manage conflicts constructively.~~

- 1. Includes the development of social-emotional learning**
- 2. Promotes an understanding, awareness, appreciation, ~~of~~ and respect for human rights, human relations, diversity, and acceptance in a multicultural society**
- 3. Explains the harm and dangers of explicit and implicit biases**
- 4. Discourages discriminatory attitudes and practices**
- 5. Provides strategies to manage conflicts constructively.**

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6142.3 - Civic Education)

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

(cf. 6141.94 - History-Social Science Instruction)

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 - Guidance/Counseling Services)

When appropriate, students who engage in hate-motivated behavior shall be disciplined.

(cf. 5144 - Discipline)

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

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

The Superintendent or designee shall ~~ensure that~~ **provide** staff ~~receive~~ **with** training **that:** ~~on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.~~

HATE-MOTIVATED BEHAVIOR (continued)

- 1. Promotes an understanding of diversity, equity, and inclusion**
- 2. Discourages the development of discriminatory attitudes and practices**
- 3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods**
- 4. Supports the prevention, recognition, recognizing and response to hate-motivated behavior**
- 5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior**
- 6. Includes effective enforcement of rules for appropriate student conduct**

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

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

Rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident shall be provided to students, staff, and parents/guardians.

This policy shall be posted in a prominent location on the district's web site in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

(cf. 1113 - District and School Web Sites)

Grievance Procedures Complaints

~~Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the Coordinator for Nondiscrimination/Principal. Upon receiving such a complaint, the Coordinator/Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation.~~

HATE-MOTIVATED BEHAVIOR (continued)

~~(cf. 1312.1 - Complaints Concerning District Employees)~~
~~(cf. 1312.3 - Uniform Complaint Procedures)~~
~~(cf. 5131 - Conduct)~~
~~(cf. 5144 - Discipline)~~
~~(cf. 5144.1 - Suspension and Expulsion/Due Process)~~
~~(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))~~
~~(cf. 5145.7 - Sexual Harassment)~~

Any staff who receives notice is notified that of hate-motivated behavior or personally observe such behavior shall notify the Coordinator/Principal, Superintendent or designee, and/or law enforcement, as appropriate has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, the staff member shall also contact law enforcement.

~~(cf. 3515.3 - District Police/Security Department)~~
~~(cf. 4158/4258/4358 - Employee Security)~~

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is encouraged to report the incident to a teacher, the principal, the district's compliance officer, or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures or other applicable procedure. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

~~(cf. 1312.1 - Complaints Concerning District Employees)~~
~~(cf. 1312.3 - Uniform Complaint Procedures)~~

~~As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.~~

~~(cf. 6164.2 - Guidance/Counseling Services)~~

Legal Reference: (see next page)

HATE-MOTIVATED BEHAVIOR (continued)*Legal Reference:***EDUCATION CODE**

200-262.4 Prohibition of discrimination

32282 School safety plans

48900.3 Suspension for hate violence

48900.4 Suspension or expulsion for ~~threats or~~ harassment, threats, or intimidation**GOVERNMENT CODE**

11135 Prohibition of discrimination in programs or activities

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 54600-4687 ~~4670~~ Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

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

106.30 Discrimination on the basis of sex in education programs and activities; definitions

106.44 Recipient's response to sexual harassment

106.45 Grievance process for formal complaints of sexual harassment

110.25 Prohibition of discrimination based on age

*Management Resources:***CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES***California Student Safety and Violence Prevention - Laws and Regulations, April 2004***U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL ASSOCIATION OF ATTORNEYS GENERAL PUBLICATIONS***Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999***U.S. DEPARTMENT OF JUSTICE PUBLICATIONS***Preventing Youth Hate Crimes: A Guide for Schools and Communities, 1997***CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS***Bullying at School, 2003***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***HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS***California LGBTQ Youth Report, 2019***U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS***Dear Colleague Letter: Harassment and Bullying, October 2010**Dear Colleague Letter: Prohibited Disability Harassment, July 2000***WEB SITES**CSBA: <http://www.csba.org>California Association of Human Relations Organizations: <http://www.cahro.org>California Department of Education: <http://www.cde.ca.gov>California Office of the Attorney General: <http://oag.ca.gov>U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>U.S. Department of Health and Human Services: <http://www.stopbullying.gov>U.S. Department of Justice: <https://www.justice.gov>

Policy
adopted: September 17, 2012
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/14/21

Agenda Item:

Board Bylaw 9322: Agenda Meeting Materials

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

First Reading: Minor changes to the bylaw under Agenda Preparation.

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. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

AGENDA/MEETING MATERIALS

Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning.

(cf. 0000 – Vision)

(cf. 0200 – Goals for the School District)

Each agenda shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)

(cf. 9321- Closed Session Purposes and Agendas)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting of a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item at that meeting and that the item has not been substantially changed since the committee considered it.

The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

Each agenda for a regular Board meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

The agenda shall include information regarding how, when, and to whom a request should be made if an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting. (Government Code 54954.2)

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

AGENDA/MEETING MATERIALS

(cf. 9121 - President)

(cf. 9122 - Secretary)

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be in writing and be submitted to the Superintendent or designee with supporting documents and information, if any, at least ~~one week~~ **nine days** before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered. (Government Code 54954.3)

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

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

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

AGENDA/MEETING MATERIALS

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Acts. (Government Code 54954.1)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

35144 *Special meetings*

35145 *Public meetings*

35145.5 *Right of public to place matters on agenda*

GOVERNMENT CODE

6250-6270 *Public Records Act*

53635.7 *Separate item of business*

54954.1 *Mailed agenda of meeting*

54954.2 *Agenda posting requirements; board actions*

54954.3 *Opportunity for public to address legislative body*

54954.5 *Closed session item descriptions*

54956.5 *Emergency meetings*

54957.5 *Availability of public records*

54960.2 *Challenging board actions; cease and desist*

UNITED STATES CODE, TITLE 42

12101-12213 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 *Effective communications*

36.303 *Auxiliary aids and services*

COURT DECISIONS

Mooney v. Garcia, (2012) 207 Cal.App.4th 229

Caldwell v. Roseville Joint Union HSD, 2007 U.S. Dist. LEXIS 66318

ATTORNEY GENERAL OPINIONS

99 *Ops. Cal. Atty. Gen. 11* (2016)

78 *Ops. Cal. Atty. Gen. 327* (1995)

AGENDA/MEETING MATERIALS

Management Resources:

CSBA PUBLICATIONS

Call to Order: A Blueprint for Great Board Meetings, 2015

The Brown Act: School Boards and Open Meeting Laws, rev. 2014

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, rev. 2003

CALIFORNIA CITY ATTORNEY PUBLICATIONS

WEB SITES

CSBA, Agenda Online: <http://www.csba.org>

California Attorney General's Office: <http://www.oag.ca.gov>

Bylaw
adopted: September 17, 2012
revised: August 8, 2019

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 14, 2021

Agenda Item:

Enrollment Report for Month 1 (8/19/2021 – 9/17/2021)

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

Fiscal Impact (Cost):

N/A

Funding Source:

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:


Shannon Johnston, Interim Assistant Supt.


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member



LAKESIDE UNION SCHOOL DISTRICT

MONTH 1

8/16/2021 - 9/17/2021

DATE: 9/27/2021

SCHOOL	K	1	2	3	4	5	6	7	8	EAK	NON ADA	TK	M1 21/22 TOTAL	M1 20/21 TOTAL	VARIANCE
EUCALYPTUS HILLS												88	88	92	-4
LAKESIDE FARMS	121	102	82	93	97	69							564	578	-14
LAKEVIEW	120	96	127	91	111	116							661	658	3
LEMON CREST	71	67	78	81	82	89							468	464	4
LINDO PARK	40	64	72	69	83	71							399	386	13
RIVERVIEW			143	137	134	122							536	583	-47
WINTER GARDENS	137	149											286	325	-39
LAKESIDE MIDDLE							205	266	243				714	771	-57
TIERRA DEL SOL							255	231	212				698	727	-29
FLEX SCHOOL	9	8	15	12	13	12	11	4	6				90	90	0
NPS/RTC	0	0	0	0	0	1	0	4	2				7	12	-5
DISTRICT TOTAL	498	486	517	483	520	480	471	505	463	0	0	88	4,511	4,686	-175

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	
2021-2022	4,511											
2020-2021	4,674	4,673	4,668	4,665	4,659	4,654	4,659	4,642	4,659	4,661	4,652	
2019-2020	4,985	4,986	4,966	4,966	5,042	5,036	5,031	5,036	5,031	5,018	5,015	
2018-2019	5,073	5,054	5,054	5,046	5,098	5,110	5,098	5,090	5,081	5,070	5,028	
2017-2018	5,164	5,179	5,161	5,153	5,211	5,208	5,183	5,159	5,151	5,135	5,101	
2016-2017	5,051	5,039	5,045	5,031	5,103	5,091	5,080	5,059	5,071	5,050	5,023	
2015-2016	5,087	5,100	5,083	5,077	5,138	5,124	5,139	5,121	5,107	5,081	5,056	
2014-2015	5,003	5,005	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		16	15	15	9	12	13	11	10	10	111

RIVER VALELY	GRADE	7	8	9	10	11	12	TOTAL
CHARTER SCHOOL		24	28	54	45	43	48	242