

# LAKESIDE 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

**April 20, 2022**

Closed Session: 5:00 p.m.

Open Session: 6:00 p.m.

## **NOTICE OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES**

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

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 will need to fill out a form using the **Public Comment Form** prior to the start of the meeting. 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. The Board may not take action on any item presented. The Board has policy limiting any individual speaker to four (4) minutes or 20 minutes, for multiple speakers, on one subject. A public comment form (link above) must be submitted before the start of the meeting by members of the public who wish to address the board via video conference. Members of the public who wish to participate in public comment in person should fill out a form using the **Public Comment Form** prior to the start of the meeting.

### **C. CLOSED SESSION**

1. Conference with Labor Negotiator, Lisa Davis, regarding the California School Employees Association and its Chapter 240, pursuant to Government Code §54957.6;
2. Conference with Labor Negotiator, Lisa Davis, regarding the Lakeside Teachers Association, pursuant to Government Code §54957.6;
3. Public Employee Discipline/Dismissal/Release pursuant to Government Code §54957;
4. Public Employee Evaluation, Superintendent, 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 Lemon Crest. Following the pledge, Principal ***Keith Keiper*** 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](http://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. PUBLIC HEARING/ACTION ITEMS

1. **PUBLIC HEARING:** The Governing Board will conduct a public hearing to receive input regarding a Tentative Agreement with the Lakeside Teachers Association to resolve negotiations for the 2021-22 school year.
2. **Approval** is requested of a Tentative Agreement with the Lakeside Teachers Association to resolve negotiations for the 2021-22 school year. The agreement includes: changes to salary, stipends, and the addition of a “difficult to fill” provision. The District will provide a 2% increase on the salary schedule effective July 1, 2021 and an additional 1.5% increase on the salary schedule starting March 1, 2022.
3. **Approval** is requested of a Disclosure of the Collective Bargaining Agreement for the Tentative Agreement with the Lakeside Teachers Association to resolve negotiations for the 2021-22 school year.
4. **Approval** is requested of the following salary schedules per the tentative agreement with the Lakeside Teachers Association for a 2% increase on the salary schedule, effective July 1, 2021 and an additional 1.5% increase on the salary schedule, effective March 1, 2022: A) Teacher; B) Special Ed Infant Teacher; C) Preschool Teacher; D) ESY Teacher.
5. **Approval** is requested of the following salary schedules for a 2% increase on the salary schedule, effective July 1, 2021 and an additional 1.5% increase on the salary schedule, effective March 1, 2022: A) Superintendent; B) Management; and C) Confidential.

H. 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 March 10, 2022.
- 2.2 **Adoption** is requested of Resolution No. 2022-16, proclaiming Wednesday, May 4, 2022 as Day of the Teacher in the Lakeside Union School District and expressing gratitude for their dedication and the instruction, care and support they provide the students.
- 2.3 **Adoption** is requested of the revised 2023-24 calendar to reflect a change in report card distribution for Trimesters 1 and 2.

H. SUPERINTENDENT (CONTINUED)

- 2.4 **Approval** is requested of the revised Covid Prevention Plan. The plan was revised to reflect the changes to the decision tree.

HUMAN RESOURCES

- 3.1 **Approval/Ratification** is requested of Personnel Assignment Order 2022-11.
- 3.2 **Approval** is requested of a Declaration of Need for Fully Qualified Educators, as the District is in need of highly-qualified teachers with CLAD, BCLAD and limited assignment permits for the 2022-2023 school year.
- 3.3 **Approval** is requested of a U.S. Field Site Affiliation Agreement with Walden University to provide students of the university to gain experience through clinical practice.
- 3.4 **Approval** is requested of a Services agreement with the San Diego County Superintendent of Schools to provide a commission-approved program that will allow preliminary and level 1 credential holders to meet the renewal requirements listed on the preliminary and level 1 credential.

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 **Adoption** is requested of Resolution No. 2022-17 and Resolution No. 2022-18, designating Lisa Davis as the JPA and FBC Authorized Representative, and Samantha Orahoad as the alternate representative.
- 4.3 **Approval** is requested of a Memorandum of Understanding with the California School Employees Association and its Chapter 240 for the addition of position "Office Clerk" into the bargaining unit at a Salary Range 16.
- 4.4 **Approval** is requested of a Memorandum of Understanding with the California School Employees Association and its Chapter 240 regarding the Classified School Employee Summer Assistance Program (CSESAP).
- 4.5 **Approval** is requested of a Side Letter of Agreement with the California School Employees Association and its Chapter 240 for layoff as described in Resolution No. 2022-14.
- 4.6 **Approval** is requested of a Master 4-Year Lease Agreement with Apple for new iPads and Logitech cases at a cost of \$380,200.05 (lease amount annually of \$95,050.01 at 0% interest).
- 4.7 **Approval** is requested of a Memorandum of Agreement with the San Diego County Superintendent of Schools for the After School Education and Safety (ASES) program.
- 4.8 **Approval** is requested of the Expanded Learning Opportunities Program Plan (ELOP) for Extended Student Services. This plan describes program activities that support the whole child, and student's social and emotional (SEL) learning and development.

H. BUSINESS SERVICES (CONTINUED)

- 4.9 **Adoption** is requested of the revised Local School Wellness Policy in compliance with Management Bulletin SNP-13-2017.
- 4.10 **Denial** is requested of a claim against the district involving a district vehicle accident at Woodside and Winter Gardens Blvd.
- 4.11 **Approval/Ratification** is requested of the following annual contracts for the 2021-22 school year: A) Western Environmental & Safety Tech (LF-Bond); B) San Diego Occupational Therapy (Special Ed); C) Western Environmental & Safety Tech (LP-Bond); D) Merit Whitney Addendum (Transportation); E) Solution Tree, Inc. (LP); F) Alexandria Library Automation Software (Ed Services); and G) Project Lead the Way (LMS/TdS).
- 4.12 **Approval** is requested of the following gifts to the District: A) Various donations of water bottles for the students of Lindo Park; B) Lakeside Kiwanis donated shoes and socks to the students of Winter Gardens; C) El Capitan Stadium Association donated \$1,775 to the LMS guitar program; \$2,925 to the LMS FFA program; and \$1,500 to the LMS 8<sup>th</sup> grade class; and D) Online donations from various donors: \$1,542 to LMS band program; \$265 to LMS Show Choir; \$345 to the LMS 8<sup>th</sup> grade class; and \$500 to the FFA program.

PUPIL SERVICES

- 5.1 **Approval** is requested of a revised Memorandum of Understanding with the Sandy Hook Promise Foundation to educate Lakeside middle school students about the Say Something Anonymous Reporting System.
- 5.2 **Approval** is requested of a revised Agreement for School-Based Services of Counseling Consultant with Wellness Together, Inc. to provide mental health specialists to provide direct mental health support to students on LUSD campuses at a cost of \$532,231.68 over 2 years.
- 5.3 **Approval** is requested of a Comprehensive K-12 Health Education Agreement with the San Diego County Superintendent of Schools and Health and Human Services Agency for a grant opportunity in the amount of \$75,000. This grant will service LUSD middle school student in health education programming and instruction of the following six content areas: mental, social and emotional health; alcohol, tobacco, and other drugs; personal and community health).
- 5.4 **Approval** is requested of a 3-year Memorandum of Understanding with Elizabeth Hospice to provide students a 7-8 week grief group on school sites consisting of crisis support; professional trainings to school personnel; and resources and consultation.
- 5.5 **Approval** is requested of the annual Program Self-Evaluation with the California Department of Education for the State Preschool program.
- 5.6 **Approval** is requested of a Settlement Agreement and General Release with a district student. The agreement was reached via resolution at a total cost of \$15,340 (\$7,200 compensatory education; \$2,640 IEE for Functional Behavior Analysis; and \$5,500 for attorney fees).

H. BOND

- 6.1 **Review/Acceptance** is requested of the 2020-21 Annual Bond Audit report, for the fiscal year ending June 30, 2021, prepared by Wilkinson Hadley King & Co. LLP.
- 6.2 **Ratification** is requested of Amendment #1 for the Central Kitchen Mechanical and Infrastructure project as part of the district's Infrastructure Modernization and Utility Savings Program Agreement with Climatec LLC at a total of \$466,042.
- 6.3 **Ratification** is requested of Change Orders #7R1, 8 and 9 with NexGen Construction Co. on the Lindo Park Elementary School modernization project at a cost of \$16,529.
- 6.4 **Ratification** is requested of Change Order #45 with SWCS, Inc. on the Tierra del Sol Middle School Multipurpose/Kitchen/Classroom modernization project in the credited amount of (\$27.00).
- 6.5 **Ratification** is requested of Change Orders #39, 40, 41, 42, 43 and 44 with SWCS, Inc. on the Lakeside Farms Elementary modernization project in the amount of \$28,395.97.
- 6.6 **Clarification:** An incorrect amount was reflected on the March 10, 2022 cover sheet for Interpipe Contracting for the Tierra del Sol Middle School gymnasium project reflecting in a difference of \$8,000 (new contracted amount of \$307,354.10).
- 6.7 **Clarification:** An incorrect amount was reflected on the October 14, 2021 cover sheet for ESR Construction for the Tierra del Sol Middle School gymnasium project reflecting in a difference of \$4,940 (new contracted amount of \$2,408,749).
- 6.8 **Clarification:** An incorrect amount was reflected on the following cover sheets for NexGen Building for the Lindo Park modernization project: A) January 13, 2022, reflecting in a difference of \$1,503 (new contracted amount of \$2,789,282); B) February 10, 2022, reflecting in a difference of \$1,503 (new contracted amount of \$2,790,201); and C) March 10, 2022, reflecting in a difference of \$1,503 (new contracted amount of \$2,807,520).
- 6.9 **Clarification:** An incorrect amount was reflected on the following cover sheets for SWCS, Inc. for the Lakeside Farms modernization project: A) February 10, 2022, reflecting in a difference of \$2,571.81 (new contracted amount of \$2,651,385.63); and B) March 10, 2022, reflecting in a difference of \$3,299.81 (new contracted amount of \$2,671,578.02).
- 6.10 **Clarification:** An incorrect amount was reflected on the following cover sheet for SWCS, Inc. for the Tierra del Sol Middle School multipurpose/kitchen/classroom modernization project: A) October 14, 2021, reflecting in a credit of (\$30,000) (new contracted amount of \$1,882,255.60); B) December 16, 2021, reflecting in a difference of \$7,696.81 (new contracted amount of \$1,889,988.35); C) February 10, 2022, reflecting in a difference of \$7,696.81 (new contracted amount of \$1,917,427.34); and C) March 10, 2022, reflecting in a difference of \$3,073.81 (new contracted amount of \$1,928,624.94).

BOARD POLICIES, REGULATIONS, EXHIBITS & BYLAWS

- 7.1 **Adoption** is requested of Board Policy 3516.5: Emergency Schedules.
- 7.2 **Adoption** is requested of Board Policy and Administrative Regulation 4157/4257/4357: Employee Safety.

H. BOARD POLICIES, REGULATIONS, EXHIBITS & BYLAWS (CONTINUED)

- 7.3 **Adoption** is requested of Board Policy and Administrative Regulation 6164.4: Identification and Evaluation of Individuals for Special Education.
- 7.4 **Adoption** is requested of Board Policy and Administrative Regulation 6164.41: Children with Disabilities Enrolled by their Parents in Private School.

I. DISCUSSION

1. **First Reading** is requested of Board Policy and Administrative Regulation 4131: Staff Development.
2. **First Reading** is requested of Administrative Regulation 4161.8/4261.8/4361.8: Family Care and Medical Leave.
3. **First Reading** is requested of Board Policy and Administrative Regulation 4157.1/4257.1/4357.1: Work-Related Injuries.
4. **First Reading** is requested of Administrative Regulation 4161.2/4261.2/4361.2: Personal Leaves.
5. **First Reading** is requested of Board Policy 4161.3: Professional Leaves.

J. INFORMATIONAL ITEMS

Enrollment Report for Month 7, ending March 11, 2022.

K. REPORTS TO THE BOARD

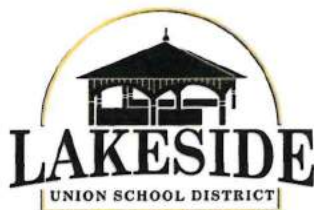
1. Union Representatives:
  - A. **Kerry Strong**, will present comments as the Lakeside Teachers Association President.
  - B. **David Myers**, will present comments as the California School Employees Association President.
2. District Superintendents
  - A. **Lisa Davis** will present business and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

L. ADJOURNMENT

Respectfully Submitted,  
*Rhonda L. Taylor, Ed.D.*  
Superintendent

Administration:

RHONDA L. TAYLOR, Ed.D.  
*Superintendent*  
NATALIE WINSPEAR, Ed.D.  
*Interim Assistant Superintendent*  
LISA DAVIS  
*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 April 20, 2022, the Board of Trustees will conduct a public hearing to receive input regarding a Side Letter of Agreement with the Lakeside Teachers Association to resolve negotiations for the 2021-22 school year.

The public hearing will be held on Wednesday, April 20, 2022.

April 7, 2022

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

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

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

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

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**Agenda Item:**

Approve Tentative Agreement with the District and the Lakeside Teachers Union (LTA) to resolve negotiations for the 2021/22 school year.

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

Approval is requested of the Tentative Agreement between the District and the LTA to resolve all negotiations for the 2021-22 school year. The tentative agreement includes changes to Salary, Stipends, and the addition of a Difficult to Fill provision. The District will provide a 2% increase on the salary schedule effective July 1, 2021 and an additional 1.5% increase on the salary schedule starting March 1, 2022. The District increased the SST and 504 Coordinator stipends as demonstrated in the attached tentative agreement. The District established a Difficult to Fill provision of the collective bargaining agreement to help recruit and retain highly qualified certificated candidates, to be used at the District's discretion.

**Fiscal Impact (Cost):**

See Disclosure of Collective Bargaining Agreement

**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

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

  
\_\_\_\_\_  
Lisa Davis, Assistant Superintendent

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member** \_\_\_\_\_



**TENTATIVE AGREEMENT  
of the  
Lakeside Union School District  
and the  
Lakeside Teachers Association**

For the 2021-2022 School Year  
March 18, 2022

The Lakeside Union School District (“District”) and the Lakeside Teachers Association (“LTA”) have reached a tentative agreement to fully resolve limited reopener negotiations for the 2021-2022 school year. This agreement is subject to ratification by the District’s Governing Board.

The Parties agree to amend Article 15: COMPENSATION AND BENEFITS, as follows:

ARTICLE 15: COMPENSATION AND BENEFITS

15.1 **SALARY.** The District will provide a two percent (2%) increase on the 2020-2021 salary schedule at Appendix I of the Agreement effective July 1, 2021. The District will also provide a one and one-half (1.5%) increase to the 2020-2021 salary schedule to be effective on March 1, 2022. These on-schedule increases shall be provided only after final ratification of the Amendment by the District Governing Board. [Delete remaining provisions in 15.1.]

**15.2 ANNUAL STIPENDS**

<b>Stipend Name</b>	<b>Annual Amount</b>	<b>Payer</b>
District Mandated Site Coordinator ( <del>SST, 504,</del> CAASPP, <b>ELPAC</b> )	<u>\$217.35</u>	District
District Mandated SST Coordinator	<u>\$250 for sites with 200 or less students enrolled</u> <u>\$400 for sites with 201-449 students enrolled</u> <u>\$600 for sites with 500 or more students enrolled</u> <u>Additional \$200 for Middle School Coordinator</u>	District
District Mandated 504 Coordinator	<u>\$300 for sites with 200 or less students enrolled</u> <u>\$600 for sites with 201-449 students enrolled</u> <u>\$900 for sites with 500 or more students enrolled</u>	District



	<u>Additional \$300 for site coordinator with caseload above 20</u>	
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[The aforementioned stipends shall not be increased based on the salary increases effective during the 2021-2022 school year following ratification of this Amendment; however, they shall remain tied to the percentage of any negotiated salary increase after the 2021-2022 school year.]

**Difficult to Fill Positions**


If a position is advertised in accordance with this Agreement, but no qualified candidates apply, the District may identify the position as “difficult to fill,” and include in subsequent advertisements that a signing bonus will be paid, and offer a one-time stipend of up to \$10,000 to successful candidates to be paid as follows:

- 50% after the employee’s first satisfactory evaluation; and
- 50% after the employee’s second satisfactory evaluation.


The District may offer professional assistance to employees working toward and/or attaining certification aligned to a position previously identified as “difficult to fill.” In no case shall the District’s assistance exceed \$5000 dollars. Such professional assistance will be reimbursed as follows: one-third (1/3) upon start of certification; one-third (1/3) upon successful completion, and the final one-third (1/3) one fiscal year after successful completion. Such professional assistance shall be provided at the Payer’s (District’s) sole discretion.

[No other changes to Article 15: COMPENSATION AND BENEFITS.]

This agreement fully resolves 2021-2022 reopener negotiations between the Parties and is subject to ratification by the District’s Governing Board.

DocuSigned by:  
  
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 \_\_\_\_\_  
 For the Lakeside Teachers Association

Date: 3/18/2022

DocuSigned by:  
  
 4FAE0B539060485...  
 \_\_\_\_\_  
 For the Lakeside Union School District

Date: 3/18/2022

Date Ratified by the the Governing Board: \_\_\_\_\_

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

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**Agenda Item:**

Disclosure of the Collective Bargaining Agreement for the Tentative Agreement between the District and the Lakeside Teachers Association to resolve negotiations for the 2021-22 school year.

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

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

**Fiscal Impact (Cost):**

\$662,549.89 with fringe costs

**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


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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

  
\_\_\_\_\_  
**Lisa Davis, Assistant Superintendent**

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member** \_\_\_\_\_

# Disclosure of Collective Bargaining Agreement

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

## Lakeside Union School District

Name of Bargaining Unit: Lakeside Teachers Association      Certified: X      Classified: \_\_\_\_\_

The proposed agreement covers the period:      Beginning: 7/1/2021      Ending: 6/30/2022

This agreement will be acted upon by the Governing Board at its meeting on: 20-Apr-22  
Date

### A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement  (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2021- 2022		Year 2 2022 - 2023		Year 3 2023 - 2024	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. <b>Step &amp; Column</b> - Increase (Decrease) due to movement plus any changes due to settlement	\$21,191,620.00	\$0.00	0.00%	\$10,696.99	0.05%	\$10,910.93	0.05%
2. <b>Salary Schedule</b> - Increase (Decrease)	\$21,191,620.00	\$534,849.36	2.52%	\$763,025.47	3.51%	\$778,285.98	3.46%
3. <b>Other Compensation</b> - Increase (Decrease) in Stipends, Bonuses, etc.	\$21,191,620.00	\$16,173.50	0.08%	\$566.07	0.00%	\$585.89	0.00%
4. <b>Statutory Benefits</b> - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$4,289,184.00	\$111,527.03	2.60%	\$87,948.75	2.00%	\$89,707.72	2.00%
5. <b>Health/Welfare Benefits</b> - Increase (Decrease)	\$4,617,260.40	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. <b>Total Compensation</b> - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$30,098,064.40	\$662,549.89	2.60%	\$862,237.28	2.00%	\$879,490.52	2.00%
7. <b>Total Number of Represented Employees</b>	276.00	276.00		276.00		276.00	
8. <b>Total Compensation Cost for Average Employee</b> - Increase (Decrease)	\$109,050.96	\$2,400.54	2.60%	\$3,124.05	2.00%	\$3,186.56	2.00%

Impact on other Funds: No impact to other funds

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

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The changes to compensation are as follows:

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Salary Schedule: 2.0% on schedule increase beginning July 1, 2021, with an additional 1.5% on schedule increase beginning March 1, 2022.

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Annual Stipends: Add ELPAC to district mandated site coordinator CAASPP stipend, remove and create new stipends for SST and 504 Coordinators. New SST and 504 are as follows: SST - \$250 for sites with 200 or fewer students enrolled; \$400 for sites with 201-499 students enrolled; \$600 for sites with 500 or more students enrolled; Additional \$200 Middle School. 504 - \$300 for sites with 200 or fewer student enrolled; \$600 for sites with 201-499 students enrolled; \$900 for sites with 500 or more students enrolled; Additional \$300 for site coordinator with caseload above 20.

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Difficult to fill positions:

Cost will be determined annually for difficult to fill positions. There may be no cost in some years. Language reads as follows: A bonus will be paid and an offer of a one-time stipend of up to \$10,000 for successful candidates. 50% after employees first satisfactory evaluation and 50% after the employees second satisfactory evaluation. May offer professional assistance to employees working toward and/or attaining certification aligned to a position previously identified as "difficult to fill." Shall not exceed \$5,000. Will be reimbursed as follows: 1/3 upon start of certification; 1/3 upon successful completion, and final 1/3 one fiscal year after successful completion.

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

None for the 2021-22 FY.

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

None for the 2021-22 FY.

Revised 07/04

**D. What contingency language is included in the proposed agreement?**  
Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

None for the 2021-22 FY

**E. Source of Funding for Proposed Agreement**

1. Current Year – Unrestricted and Restricted General Fund

2. How will the ongoing cost of the proposed agreement be funded in future years?  
Unrestricted and Restricted General Fund

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

No MY agreement for the 2021-22 FY

**F. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$64,844,826
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,806.52
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$1,945,344.78

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

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,945,344.78
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$3,757,790.80
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$247.82
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$5,703,383.40

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

Yes

No

**G. Certification**

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

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

*Monica Taylor*

District Superintendent  
(Signature)

*4-14-2022*

Date

*Ann Davis*

Chief Business Official  
(Signature)

Date

Contact Person: Samantha Orahood

Telephone No.: 619-390-2604

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

Date of governing board approval of budget revisions in Col. 2: 20-Apr-22  
 in accordance with Education Code § 42142 and Government Code § 3547.5

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

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

	(Col. 1) Latest Board- Approved Budget Before Settlement as of 03/10/2022	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
<b>REVENUES:</b>				
LCFF Sources (8010-8099)	46,278,154			46,278,154
Remaining Revenues (8100-8799)	18,727,171			18,727,171
<b>TOTAL REVENUES</b>	65,005,325	0	0	65,005,325
<b>EXPENDITURES:</b>				0
1000 Certificated Salaries	24,742,032	551,023	238,929	25,531,984
2000 Classified Salaries	9,285,265			9,285,265
3000 Employee Benefits	18,648,137	111,527	48,383	18,808,047
4000 Books and Supplies	2,221,063			2,221,063
5000 Services and Operating Expenses	7,771,805			7,771,805
6000 Capital Outlay	1,367,808			1,367,808
7000 Other	(141,146)			(141,146)
<b>TOTAL EXPENDITURES</b>	63,894,964	662,550	287,312	64,844,826
OPERATING SURPLUS (DEFICIT)	1,110,361	(662,550)	(287,312)	160,499
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT				0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,110,361	(662,550)	(287,312)	160,499
BEGINNING BALANCE	12,887,318			12,887,318
CURRENT YEAR-ENDING BALANCE	13,997,679	(662,550)	(287,312)	13,047,817
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable (9711-9719)	85,000			85,000
Restricted (9740)	2,108,114			2,108,114
Committed (9750/9760)	5,699,267			5,699,267
Assigned (9780)				0
Reserve Economic Uncertainties (9789)	1,916,849	19,876	8,620	1,945,345
Unassigned/Unappropriated (9790)	4,188,448			3,210,091

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

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



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

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**Agenda Item:**

Approval is requested to increase the following salary schedules per the tentative agreement of the District and the Lakeside Teachers Association.

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

Approval of Salary Schedules Effective July 1, 2021 (2% on schedule increase):

- \*Teacher
- \*Teacher SPED Infant
- \*Preschool Teacher
- \*ESY

Approval of Salary Schedules effective March 1, 2022 (1.5% on schedule in addition increase):

- \*Teacher
- \*Teacher SPED Infant
- \*Preschool Teacher
- \*ESY

**Fiscal Impact (Cost):**

See Collective Bargaining Disclosure

**Funding Source:**

General Fund

**Addresses Emphasis Goal(s):**

- #1: Academic Achievement       #2: Social Emotional       #3: Physical Environments

**Recommended Action:**

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

**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
Lisa Davis, Assistant Superintendent

  
\_\_\_\_\_  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member** \_\_\_\_\_

**LAKESIDE UNION SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE  
Effective July 1, 2021**

	<u>CLASS A</u>	<u>CLASS B</u>	<u>CLASS C</u>	<u>CLASS D</u>	<u>CLASS E</u>	<u>CLASS F</u>
<u>STEP</u>	<u>BA DEGREE</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	50,700	50,700	50,700	50,700	50,700	54,213
2	50,700	50,700	50,700	53,479	56,164	57,726
3	50,700	50,700	52,484	55,506	58,503	60,762
4	50,700	50,700	54,653	57,798	60,941	63,961
5	50,700	53,554	56,821	60,090	63,358	66,626
6	50,700	55,594	58,991	62,380	65,772	69,172
7		57,637	61,155	64,669	68,191	71,709
8		59,682	63,323	66,964	70,607	74,248
9			65,488	69,256	73,024	76,790
10			67,653	71,548	75,439	79,329
11				73,839	77,854	81,868
12				76,132	80,269	84,409
13					82,688	86,951
14					85,104	89,495
15					87,520	92,035
<b>Longevity Increments Beginning on:</b>						
18	18th year				89,937	94,573
21	21st year				92,349	97,117
24	24th year					99,656
27	27th year				97,182	102,200
30	30th year					104,736
33	33rd year				113,040	113,040

1. An additional stipend of \$775 annually will be paid to those employees who have a Master's Degree.
2. Employees in the following positions will be paid according to their placement on the Teachers' Salary Schedule plus 5%:  
(a) Nurse (b) School Counselor (c) Speech Language Pathologist
3. Employees in the following positions will be paid according to their place on the teacher's salary schedule plus 7%:  
(a) Psychologists
4. An additional stipend of \$5,150 annually will be paid to Teaching Vice-Principals.

Board Approved: \_\_\_\_\_

**LAKESIDE UNION SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE  
Effective March 1, 2022**

	<b>CLASS A</b>	<b>CLASS B</b>	<b>CLASS C</b>	<b>CLASS D</b>	<b>CLASS E</b>	<b>CLASS F</b>
<b>STEP</b>	<u>BA DEGREE</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	51,461	51,461	51,461	51,461	51,461	55,026
2	51,461	51,461	51,461	54,281	57,007	58,592
3	51,461	51,461	53,271	56,339	59,381	61,674
4	51,461	51,461	55,472	58,665	61,855	64,921
5	51,461	54,357	57,673	60,992	64,309	67,626
6	51,461	56,428	59,876	63,316	66,758	70,210
7		58,502	62,072	65,639	69,214	72,785
8		60,577	64,272	67,968	71,667	75,362
9			66,470	70,295	74,119	77,942
10			68,667	72,621	76,571	80,519
11				74,946	79,021	83,096
12				77,274	81,473	85,675
13					83,929	88,255
14					86,380	90,837
15					88,833	93,415
<b>Longevity Increments Beginning on:</b>						
18	18th year				91,287	95,992
21	21st year				93,734	98,574
24	24th year					101,151
27	27th year				98,639	103,733
30	30th year					106,307
33	33rd year				114,736	114,736

1. An additional stipend of \$775 annually will be paid to those employees who have a Master's Degree.
2. Employees in the following positions will be paid according to their placement on the Teachers' Salary Schedule plus 5%:  
(a) Nurse (b) School Counselor (c) Speech Language Pathologist
3. Employees in the following positions will be paid according to their place on the teacher's salary schedule plus 7%:  
(a) Psychologists
4. An additional stipend of \$5,150 annually will be paid to Teaching Vice-Principals.

Board Approved: \_\_\_\_\_

**LAKESIDE UNION SCHOOL DISTRICT  
SPECIAL ED INFANT TEACHER SALARY SCHEDULE  
Effective July 1, 2021**

	<b>CLASS A</b>	<b>CLASS B</b>	<b>CLASS C</b>	<b>CLASS D</b>	<b>CLASS E</b>	<b>CLASS F</b>
<b>STEP</b>	<u>BA DEGREE</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	56,211	56,211	56,211	56,211	56,211	60,106
2	56,211	56,211	56,211	59,291	62,269	64,000
3	56,211	56,211	58,189	61,540	64,862	67,367
4	56,211	56,211	60,593	64,081	67,565	70,913
5	56,211	59,375	62,997	66,622	70,245	73,868
6	56,211	61,637	65,403	69,161	72,921	76,691
7		63,902	67,802	71,698	75,603	79,504
8		66,169	70,206	74,243	78,282	82,318
9			72,606	76,784	80,961	85,136
10			75,006	79,325	83,639	87,952
11				81,865	86,316	90,767
12				84,407	88,994	93,584
13					91,676	96,402
14					94,354	99,222
15					97,033	102,038
<b>Longevity Increments Beginning on:</b>						
18	18th year				99,713	104,853
21	21st year				102,387	107,673
24	24th year					110,488
27	27th year				107,745	113,309
30	30th year					116,120
33	33rd year				125,327	125,327

1. Annual salary is based on 204 work days to be paid over 12 months
2. An additional stipend of \$775 annually will be paid to those employees who have a Master's Degree.
3. Employees in the following positions will be paid according to their placement on the Teachers' Salary Schedule plus 5%:  
(a) Nurse (b) School Counselor (c) Speech Language Pathologist
4. Employees in the following positions will be paid according to their place on the teacher's salary schedule plus 7%:  
(a) Psychologists
5. An additional stipend of \$5,150 annually will be paid to Teaching Vice-Principals.

Board Approved: \_\_\_\_\_

**LAKESIDE UNION SCHOOL DISTRICT  
SPECIAL ED INFANT TEACHER SALARY SCHEDULE  
Effective March 1, 2022**

	<b>CLASS A</b>	<b>CLASS B</b>	<b>CLASS C</b>	<b>CLASS D</b>	<b>CLASS E</b>	<b>CLASS F</b>
<b>STEP</b>	<u>BA DEGREE</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	57,054	57,054	57,054	57,054	57,054	61,007
2	57,054	57,054	57,054	60,181	63,203	64,960
3	57,054	57,054	59,062	62,463	65,835	68,378
4	57,054	57,054	61,502	65,042	68,578	71,977
5	57,054	60,266	63,942	67,621	71,299	74,976
6	57,054	62,561	66,384	70,198	74,015	77,841
7		64,861	68,819	72,774	76,737	80,696
8		67,162	71,259	75,356	79,456	83,553
9			73,695	77,936	82,176	86,413
10			76,131	80,515	84,894	89,272
11				83,093	87,611	92,128
12				85,673	90,329	94,988
13					93,051	97,848
14					95,769	100,711
15					98,489	103,569
<b>Longevity Increments Beginning on:</b>						
18	18th year				101,209	106,426
21	21st year				103,922	109,289
24	24th year					112,146
27	27th year				109,361	115,008
30	30th year					117,862
33	33rd year				127,207	127,207

1. Annual salary is based on 204 work days to be paid over 12 months
2. An additional stipend of \$775 annually will be paid to those employees who have a Master's Degree.
3. Employees in the following positions will be paid according to their placement on the Teachers' Salary Schedule plus 5%:  
(a) Nurse (b) School Counselor (c) Speech Language Pathologist
4. Employees in the following positions will be paid according to their place on the teacher's salary schedule plus 7%:  
(a) Psychologists
5. An additional stipend of \$5,150 annually will be paid to Teaching Vice-Principals.

Board Approved: \_\_\_\_\_

**LAKESIDE UNION SCHOOL DISTRICT  
PRESCHOOL TEACHERS SALARY SCHEDULE  
Effective July 1, 2021**

<b>STEP</b>	<b>CLASS A</b>	<b>CLASS B</b>	<b>CLASS C</b>	<b>CLASS D</b>
1	32,188	32,828	33,486	34,155
2	32,828	33,486	34,155	34,836
3	33,486	34,155	34,836	35,533
4	34,155	34,836	35,533	36,242
5	34,836	35,533	36,242	36,966
6	35,533	36,242	36,966	37,708
7		36,966	37,708	38,462
8			38,462	39,186
9				39,970

**Step Placement:**

Unit members beginning the first year of teaching shall have their experience evaluated by the district to determine proper step placement. One step for each year of full-time related experience as determined by the district to a maximum of five (5) steps will be granted.

**Class Placement:**

Unit members shall also have their college transcripts evaluated by the district to determine proper class placement. Class placement shall be determined as follows:

- Class A: 24 semester units in Early Childhood Education/Child Development + 16 units in General Education
- Class B: AA degree in Early Childhood Education/Child Development
- Class C: AA degree in Early Childhood Education/Child Development + 30 additional semester units after receipt of the AA
- Class D: BA degree (including 24 ECE/CD units)

An additional stipend of \$412 annually will be paid to those employees who have a Master Teacher Permit.

An additional stipend of \$5,150 annually will be paid to the Site Supervisor.

**Anniversary Increment:**

Beginning with the 10th year of continuous employment, 2.5% per month will be added to employee's salary. An additional 2.5% of the base salary will be added every five (5) years thereafter.

Board Approved:

**LAKESIDE UNION SCHOOL DISTRICT  
PRESCHOOL TEACHERS SALARY SCHEDULE  
Effective March 1, 2022**

<b>STEP</b>	<b>CLASS A</b>	<b>CLASS B</b>	<b>CLASS C</b>	<b>CLASS D</b>
<b>1</b>	32,671	33,320	33,988	34,667
<b>2</b>	33,320	33,988	34,667	35,359
<b>3</b>	33,988	34,667	35,359	36,066
<b>4</b>	34,667	35,359	36,066	36,785
<b>5</b>	35,359	36,066	36,785	37,520
<b>6</b>	36,066	36,785	37,520	38,274
<b>7</b>		37,520	38,274	39,039
<b>8</b>			39,039	39,774
<b>9</b>				40,569

**Step Placement:**

Unit members beginning the first year of teaching shall have their experience evaluated by the district to determine proper step placement. One step for each year of full-time related experience as determined by the district to a maximum of five (5) steps will be granted.

**Class Placement:**

Unit members shall also have their college transcripts evaluated by the district to determine proper class placement. Class placement shall be determined as follows:

- Class A: 24 semester units in Early Childhood Education/Child Development + 16 units in General Education
- Class B: AA degree in Early Childhood Education/Child Development
- Class C: AA degree in Early Childhood Education/Child Development + 30 additional semester units after receipt of the AA
- Class D: BA degree (including 24 ECE/CD units)

An additional stipend of \$412 annually will be paid to those employees who have a Master Teacher Permit.

An additional stipend of \$5,150 annually will be paid to the Site Supervisor.

**Anniversary Increment:**

Beginning with the 10th year of continuous employment, 2.5% per month will be added to employee's salary. An additional 2.5% of the base salary will be added every five (5) years thereafter.

Board Approved:

**LAKESIDE UNION SCHOOL DISTRICT**  
**TEACHER SALARY SCHEDULE**  
**EXTENDED YEAR (ESY) EFFECTIVE JULY 1, 2021**

RANGE	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
<b>STEP</b>						
1	183.70	183.70	183.70	183.70	183.70	192.57
2	183.70	183.70	183.70	193.76	203.49	205.05
3	183.70	183.70	190.16	201.11	211.97	215.84
4	183.70	183.70	198.02	209.41	220.80	227.20
5	183.70	194.04	205.87	217.72	229.56	236.67
6	183.70	201.43	213.74	226.01	238.30	245.71
7		208.83	221.58	234.31	247.07	254.72
8		216.24	229.43	242.62	255.82	263.74
9			237.28	250.93	264.58	272.77
10			245.12	259.23	273.33	281.79
11				267.53	282.08	290.81
12				275.84	290.83	299.83
13					299.59	308.86
14					308.35	317.90
15					317.10	326.92
18					325.86	342.66
21					334.60	351.87
24						361.07
27					352.11	370.29
30						379.48

NOTE: 2/3 DAILY RATE



**LAKESIDE UNION SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE  
EXTENDED YEAR (ESY) EFFECTIVE 3-1-2022**

<b>RANGE</b>	<b>CLASS A</b>	<b>CLASS B</b>	<b>CLASS C</b>	<b>CLASS D</b>	<b>CLASS E</b>	<b>CLASS F</b>
<b>STEP</b>						
1	186.45	186.45	186.45	186.45	186.45	196.42
2	186.45	186.45	186.45	196.67	206.55	209.15
3	186.45	186.45	193.01	204.13	215.15	220.15
4	186.45	186.45	200.99	212.56	224.11	231.74
5	186.45	196.95	208.96	220.98	233.00	241.40
6	186.45	204.45	216.94	229.41	241.88	250.62
7		211.96	224.90	237.82	250.78	259.82
8		219.48	232.87	246.26	259.66	269.01
9			240.83	254.69	268.55	278.22
10			248.79	263.12	277.43	287.42
11				271.54	286.31	296.62
12				279.98	295.19	305.83
13					304.09	315.04
14					312.97	324.26
15					321.86	333.46
18					330.75	347.80
21					339.62	357.15
24						366.49
27					357.39	375.84
30						385.17

NOTE: 2/3 DAILY RATE

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

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**Agenda Item:**

Approval is requested to increase the following salary schedules for Superintendent, Management and Confidential Employees

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

Approval of Salary Schedules Effective July 1, 2021 (2% on schedule increase):

- \*Superintendent
- \*Management
- \*Confidential

Approval of Salary Schedules effective March 1, 2022 (1.5% on schedule in addition increase):

- \*Superintendent
- \*Management
- \*Confidential

**Fiscal Impact (Cost):**

Certificated Management: \$54,741.25  
Classified Management/Confidential: \$25,933.48

Approximate total: \$80,674.73

**Funding Source:**

General Fund

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

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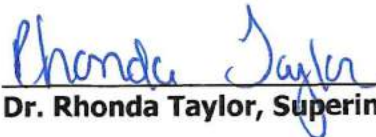
**Originating Department/School:** Business Services

**Submitted/Recommended By:**



**Lisa Davis, Assistant Superintendent**

**Approved for Submission to the Governing Board:**



**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member** \_\_\_\_\_

**LAKESIDE UNION SCHOOL DISTRICT  
SUPERINTENDENT SALARY SCHEDULE  
Effective July 1, 2021**

Position	Work year	Group-Range	1	2	3	4	5
<b>Superintendent</b>	245 days	7-98	207,296				
<b>Assistant Superintendent of Educational Services</b>	245 days	8-81	163,020	166,280	169,607	172,999	176,459
<b>Assistant Superintendent of Business Services</b>	12 months	2-82	163,020	166,280	169,607	172,999	176,459

Superintendent

Length of service: 245 days

Shall receive a two percent (2%) increase to annual salary *in accordance with the employment agreement*

Longevity five percent (5%) increase to annual salary in the sixth (6th) and ninth (9th) years of employment as district Superintendent

Monthly automobile allowance \$500 and expense allowance \$600

Assistant Superintendent of Educational Services

Length of service: 245 days

Longevity 5% increase to annual salary added the eighth (8th), twelfth (12th), and sixteenth (16th) years of district employment

Monthly automobile allowance \$500 and expense allowance \$400

Assistant Superintendent of Business

Length of service: 260 days/12 months

Longevity 5% increase to annual salary added the eighth (8th), twelfth (12th), and sixteenth (16th) years of district employment

Monthly automobile allowance \$500 and expense allowance \$400

Board Approved: \_\_\_\_\_

**LAKESIDE UNION SCHOOL DISTRICT  
SUPERINTENDENT SALARY SCHEDULE  
Effective March 1, 2022**

Position	Work year	Group-Range	1	2	3	4	5
<b>Superintendent</b>	245 days	7-98	210,405				
<b>Assistant Superintendent of Educational Services</b>	245 days	8-81	165,466	168,775	172,151	175,594	179,106
<b>Assistant Superintendent of Business Services</b>	12 months	2-82	165,466	168,775	172,151	175,594	179,106

Superintendent

Length of service: 245 days

Shall receive a two percent (2%) increase to annual salary *in accordance with the employment agreement*

Longevity five percent (5%) increase to annual salary in the sixth (6th) and ninth (9th) years of employment as district Superintendent

Monthly automobile allowance \$500 and expense allowance \$600

Assistant Superintendent of Educational Services

Length of service: 245 days

Longevity 5% increase to annual salary added the eighth (8th), twelfth (12th), and sixteenth (16th) years of district employment

Monthly automobile allowance \$500 and expense allowance \$400

Assistant Superintendent of Business

Length of service: 260 days/12 months

Longevity 5% increase to annual salary added the eighth (8th), twelfth (12th), and sixteenth (16th) years of district employment

Monthly automobile allowance \$500 and expense allowance \$400

Board Approved: \_\_\_\_\_

**LAKESIDE UNION SCHOOL DISTRICT**  
**CONFIDENTIAL EMPLOYEE SALARY SCHEDULE**  
 Effective July 1, 2021

Range	1	2	3	4	5	6	7
29	58,531	61,364	63,692	66,265	68,878	71,581	73,601
28	66,799	69,338	71,972	74,707	77,546	80,492	83,551
33	67,928	71,216	73,991	76,904	79,935	83,071	85,418

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Position: Executive Administrative Assistant, Business Range 29  
 Personnel Specialist Range 29 (Added 11.1.2014)  
 Payroll & Benefits Specialist Range 28  
 Executive Assistant Range 33

Workyear: 12 months

Vacation: 20 days annually

Anniversary Increment: Beginning with the 10th year of continuous employment, 5% of step 7 (or current step) will be added to employees' salary.  
 An additional 5% will be added at the beginning of the 15th and 20th years.

Professional Dues: Membership dues not to exceed \$350 for one professional organization may be paid by the District.

Stipend: A confidential stipend of \$200 per month will be paid to the Executive Assistant.

---

Board Approved: \_\_\_\_\_

**LAKESIDE UNION SCHOOL DISTRICT**  
**CONFIDENTIAL EMPLOYEE SALARY SCHEDULE**  
 Effective March 1, 2022

Range	1	2	3	4	5	6	7
29	59,409	62,285	64,647	67,259	69,911	72,654	74,705
28	67,801	70,378	73,052	75,827	78,709	81,700	84,805
33	68,947	72,285	75,101	78,057	81,134	84,317	86,699

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Position: Executive Administrative Assistant, Business Range 29  
 Personnel Specialist Range 29 (Added 11.1.2014)  
 Payroll & Benefits Specialist Range 28  
 Executive Assistant Range 33

Workyear: 12 months

Vacation: 20 days annually

Anniversary Increment: Beginning with the 10th year of continuous employment, 5% of step 7 (or current step) will be added to employees' salary.  
 An additional 5% will be added at the beginning of the 15th and 20th years.

Professional Dues: Membership dues not to exceed \$350 for one professional organization may be paid by the District.

Stipend: A confidential stipend of \$200 per month will be paid to the Executive Assistant.

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Board Approved: \_\_\_\_\_

**LAKESIDE UNION SCHOOL DISTRICT  
MANAGEMENT SALARY SCHEDULE  
Effective July 1, 2021**

<b>CERTIFICATED POSITIONS</b>	<b>Workyear</b>	<b>Group</b>	<b>Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Vice Principal	202 days	8	63	90,538	94,610	98,871	103,319	107,970
Program Specialist - Special Education	202 days	8	63	90,538	94,610	98,871	103,319	107,970
Coordinator, Student Support	202 days	8	76	103,737	108,404	113,279	118,374	123,704
Principal on Special Assignment	202 days	8	76	103,737	108,404	113,279	118,374	123,704
School Principal	202 days	8	76	103,737	108,404	113,279	118,374	123,704
Small Schools Administrator	225 days*	8	65	108,198	113,065	118,153	123,468	129,027
School Principal-Middle School	207 days	8	64	110,289	114,957	119,832	124,928	130,258
Coordinator, Curriculum and Assessment	225 days*	8	77	110,820	115,808	121,018	126,464	132,159
Director of Special Education	225 days*	8	78	115,549	120,747	126,177	131,852	137,789
Executive Director of Pupil Services	207 days	8	79	113,452	118,556	123,887	129,459	135,288
<b>CLASSIFIED POSITIONS</b>	<b>Workyear</b>	<b>Group</b>	<b>Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Preschool Manager	12 months	2	21	73,747	76,234	78,578	81,014	83,551
Manager-Extended Student Services	12 months	2	23	80,609	83,672	86,852	90,152	93,578
Manager-Technology Services	12 months	2	25	86,193	89,470	92,871	96,400	100,064
Child Nutrition Director	12 months	2	30	91,625	95,739	100,038	104,529	106,553
Director of Maintenance, Operations and Transportation	12 months	2	31	105,835	109,857	114,032	118,365	122,863
Director of Finance	12 months	2	32	109,674	113,842	118,168	122,658	127,319
Executive Director of Human Resources	12 months	2	36	123,317	128,865	134,660	140,717	147,052

Anniversary Increment: At the beginning of the 10th, 15th, 20th year of Management service within the Lakeside Union School District, 5% of step 5 (or current step) will be added to employees' salary. Classified employees who become Management employees will add half of the Non-management service years to Management service years only for the purpose of beginning longevity increments.

Annual Membership Dues not to exceed \$800 for professional organizations may be paid by the District .

If required, up to eight (8) additional days for School Principals, Vice Principals, Program Specialist, Coordinator, Student Support, and may be approved by the Superintendent. Executive Director of Pupil Services may be required by the Superintendent to receive up to six (6) additional days.

\* Net workdays after vacation/holidays

Board Approved: \_\_\_\_\_

**LAKESIDE UNION SCHOOL DISTRICT  
MANAGEMENT SALARY SCHEDULE  
Effective March 1, 2022**

<b>CERTIFICATED POSITIONS</b>	<b>Workyear</b>	<b>Group</b>	<b>Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Vice Principal	202 days	8	63	91,896	96,029	100,354	104,869	109,590
Program Specialist - Special Education	202 days	8	63	91,896	96,029	100,354	104,869	109,590
Coordinator, Student Support	202 days	8	76	105,293	110,030	114,978	120,150	125,559
Principal on Special Assignment	202 days	8	76	105,293	110,030	114,978	120,150	125,559
School Principal	202 days	8	76	105,293	110,030	114,978	120,150	125,559
Small Schools Administrator	225 days*	8	65	109,821	114,761	119,925	125,320	130,962
School Principal-Middle School	207 days	8	64	111,943	116,681	121,629	126,801	132,212
Coordinator, Curriculum and Assessment	225 days*	8	77	112,482	117,545	122,833	128,361	134,142
Director of Special Education	225 days*	8	78	117,282	122,558	128,070	133,830	139,855
Executive Director of Pupil Services	207 days	8	79	115,153	120,334	125,745	131,401	137,317
<b>CLASSIFIED POSITIONS</b>	<b>Workyear</b>	<b>Group</b>	<b>Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Preschool Manager	12 months	2	21	74,853	77,377	79,756	82,229	84,805
Manager-Extended Student Services	12 months	2	23	81,818	84,927	88,154	91,504	94,981
Manager-Technology Services	12 months	2	25	87,486	90,812	94,264	97,846	101,565
Child Nutrition Director	12 months	2	30	92,999	97,175	101,538	106,097	108,152
Director of Maintenance, Operations and Transportation	12 months	2	31	107,423	111,505	115,742	120,140	124,706
Director of Finance	12 months	2	32	111,320	115,550	119,941	124,498	129,229
Executive Director of Human Resources	12 months	2	36	125,167	130,798	136,680	142,828	149,258

Anniversary Increment: At the beginning of the 10th, 15th, 20th year of Management service within the Lakeside Union School District, 5% of step 5 (or current step) will be added to employees' salary. Classified employees who become Management employees will add half of the Non-management service years to Management service years only for the purpose of beginning longevity increments.

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\* Net workdays after vacation/holidays

Board Approved: \_\_\_\_\_



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** 4/20/22

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**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 March 10, 2022

**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: <a href="#">Click here to enter text.</a> |
| <input checked="" type="checkbox"/> Adoption |   |

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**Originating Department/School:** Superintendent's Office

**Submitted/Recommended By:**

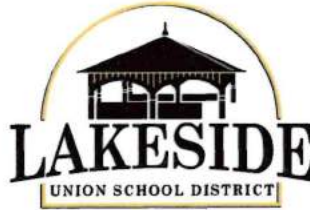
**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
Lisa DeRosier, Executive Assistant

  
\_\_\_\_\_  
Dr. Rhonda Taylor, Superintendent

Administration:

RHONDA L. TAYLOR, Ed.D.  
*Superintendent*  
NATALIE WINSPEAR, Ed.D.  
*Interim Assistant Superintendent*  
LISA DAVIS  
*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*

March 10, 2022

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 Andrew Hayes, President, with the following members present: Lara Hoefer Moir, Vice President; Don Whisman, Member; and Holly Ferrante, Member. Also in attendance were Dr. Rhonda Taylor, Superintendent; Lisa Davis, Assistant Superintendent; and Dr. Natalie Winspear, Interim Assistant Superintendent. Clerk Bonnie LaChappa was absent.</p>  | <p>Call to Order</p>                        |
| <p>B. There were 2 speakers to address the Board prior to closed session regarding a student issue at the middle school.</p>  | <p>Public Comments</p>                      |
| <p>C. At 5:08 p.m. the Governing Board moved to closed session to discuss Conference with Labor Negotiator, Lisa Davis, regarding the California School Employees Association and its Chapter 240, pursuant to Government Code §54957.6; Conference with Labor Negotiator, Lisa Davis, regarding the Lakeside Teachers Association pursuant to Government Code §54957.6; and Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.</p>  | <p>Closed Session</p>                       |
| <p>D. At 6:00 p.m. the Board reconvened to open session. Lisa DeRosier was present to record the minutes. President Hayes welcomed guests and reported on closed session items as follows:</p> <ol style="list-style-type: none"> <li>1. There was no action taken on Conference with Labor Negotiator, Lisa Davis, regarding the California School Employees Association and its Chapter 240, pursuant to Government Code §54957.6.</li> <li>2. There was no action taken on Conference with Labor Negotiator, Lisa Davis, regarding the Lakeside Teachers Association pursuant to Government Code §54957.6.</li> <li>3. There was no action taken on Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.</li> </ol> | <p>Welcome</p> <p>Closed Session Report</p> |
| <p>The pledge of allegiance was led by a student from Tierra del Sol Middle School. Following the pledge, principal Dr. Leslie Hardiman shared a video highlighting the staff, students and programs at Tierra del Sol Middle School. She covered school goals, standards, assessment and intervention data, lexile growth, ELD reclassification and data results, crew/WINN, Kidwatch, SRSS data, cross-curricular projects, electives and clubs, community service, etc.</p>  | <p>Flag Salute<br/>TdS Highlights</p>       |
| <p>E. The Board recognized Dr. Leslie Hardiman for being one of two nominees for ACSA's Marcus Foster Memorial Award created to honor educators who model his vision and inclusive management style. We look forward to celebrating Dr. Hardiman at a celebration in May.</p>   | <p>Recognition</p>                          |
| <p>F. President Ferrante read at Lakeside Farms, Lakeview, Eucalyptus Hills, and Lindo Park for love of reading week and had a really good time. Mrs. Ferrante was able to attend the following events: LMS dance performance and beginning band performance, River Valley jog-a-thon, FFA pancake breakfast, and the walk and talk Wednesday.</p>  | <p>Trustee Reports and Comments</p>         |

- F. Member Whisman participated in the love of reading week at Eucalyptus Hills, Lakeside Farms, and Lindo Park. He really enjoyed reading to the students. Mr. Whisman appreciated Dr. Taylor putting out the civility policy for board meetings and schools. He is looking forward to the opening of the new buildings at the school sites. There will be a lot of past staff attending the ribbon cutting at TdS. He read an article in support of mask mandates. He encouraged parents to continue masking their kids because it's still strongly recommend by health organizations.

Trustee Reports  
and Comments  
Continued

Member Hoefler Moir attended the Chamber's Touch a Truck event. Our teachers' association manned a booth and our maintenance and transportation department brought a bus with a slide that was the talk of the event. Ms. Hoefler Moir also participated in the love of reading week by reading to a couple classrooms and attended the 9<sup>th</sup> District Founders Day.

President Hayes was able to read to students at Lakeview, Lakeside Farms, Lemon Crest and Lindo Park. He enjoys asking the students if they love to read books like he does. He attended the Touch a Truck event. He loved seeing LTA and our community involved. The San Diego County School Boards Association is holding their legislative action day this month. There are lots of issues that are coming down from Sacramento that will impact schools. He wants our voices to be heard.

- G. There was 1 request to speak to the Board: Stacy Hensle from the Lakeside Historical Society.

Public Comments

- H. 1. Dr. Taylor shared a presentation regarding the district office reorganization. We've had a bumpy start this year at the district office. We are looking to streamline our operation and be transparent in the process. She explained the organization chart with the changes being discussed. One change is the merging of the Executive Director of Pupil Services to Director, which will be under the Assistant Superintendent of Educational Services. We are looking to hire an additional Program Specialist due to the needs of the district. With all the changes to staff, we are proposing a savings of approximately \$261,000. She believes we have the right people in the right places. President Hayes thanked Dr. Taylor for her efforts on this.

Superintendent  
Presentation

2. Assistant Superintendent Lisa Davis presented the 2021-2022 Second Interim Financial Report. She covered the annual financial reporting schedule; changes since the budget adoption; total general fund revenues; revenue changes; total general fund expenditures; expenditure changes; ending balance and reserves; multi-year projection assumptions; cash flow; and next steps. The board asked a couple clarifying questions.

Second Interim  
Presentation

3. It was moved by Member Whisman and seconded by Member Ferrante to adopt the Second Interim Financial Report, with actuals as of January 31, 2022 of the District's Statement of Positive Certification indicating the District's ability to meet its financial obligations for the 2021-2022 fiscal and subsequent fiscal years. Motion carried 4:0:1 (Ayes: Ferrante, Hayes, Hoefler Moir, Whisman; Absent: LaChappa).

Adopt Second  
Interim Financial  
Report

- I. 1. At 6:55 p.m. President Hayes opened a public hearing to receive input from the public regarding the Disclosure of the Collective Bargaining Agreement for the Side Letter of Agreement with the Lakeside Teachers Association. The approximate total combine cost to the district is \$287,311.88. Hearing no comments, President Hayes closed the hearing.

Public Hearing:  
Disclosure of  
Collective  
Bargaining  
Agreement

I. PUBLIC HEARING/ACTION ITEMS (CONTINUED)

- |  |  |
|--|--|
| <p>2. <u>It was moved by</u> Member Ferrante and seconded by Member Whisman to approve the Disclosure of the Collective Bargaining Agreement for the Side Letter of Agreement with the Lakeside Teachers Association. The approximate total combined cost to the district is \$287,311.88. Motion carried 4:0:1 (Ayes: Ferrante, Hayes, Hoefler Moir, Whisman; Absent: LaChappa).</p>  | <p>Approve Disclosure of the Collective Barg Agreement</p> |
| <p>3. <u>It was moved by</u> Member Ferrante and seconded by Member Whisman to approve a side letter of agreement with the Lakeside Teachers Association regarding the COVID-19 public health emergency. The agreement addresses compensation, instruction specifically independent study, safety protocols, leaves and other miscellaneous items pertaining to the pandemic. Motion carried 4:0:1 (Ayes: Ferrante, Hayes, Hoefler Moir, Whisman; Absent: LaChappa).</p> | <p>Approve Side Letter of Agreement with LTA</p>           |
| <p>J. <u>It was moved by</u> Member Ferrante and seconded by Vice President Hoefler Moir to designate all Items of Business to the consent agenda. The motion carried unanimously to designate Items of Business 2.1, 3.1, 4.1, 4.2, 4.3, 4.4, 4.5, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 6.1, 6.2, 6.3, 6.4, 7.1, 7.2, 7.3, 8.1, 8.2 and 8.3 to the consent agenda.</p>   | <p>Consent Agenda</p>                                      |
| <p>1.1 <u>It was moved by</u> Member Whisman and seconded by Member Ferrante to adopt the following items of business:</p>   | <p>Items of Business Discussion</p>                        |
| <p>1.2 There was no discussion on items.</p>   |  |

SUPERINTENDENT

- |   |                      |
|---|----------------------|
| <p>2.1 A motion to adopt the minutes of the regular board meeting of February 10, 2022 and the special board meetings of February 10, 2022 and March 1, 2022.</p> | <p>Adopt Minutes</p> |
|---|----------------------|

HUMAN RESOURCES

- |  |  |
|--|--|
| <p>3.1 A motion to approve a revised Memorandum of Understanding with the Commanders, U.S. Third Fleet to provide job training, employment skills training, apprenticeships, and internships for eligible service members, "Skillbridge Employment Skills Training Program".</p> | <p>Approve MoU with US Third Fleet</p> |
|--|--|

BUSINESS SERVICES

- |   |                                 |
|---|---------------------------------|
| <p>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.</p>  | <p>Approve Business Reports</p> |
| <p>4.2 A motion to award a contract to Datel Systems, Inc. for the core virtual server hardware and licenses project for the district. The cost of the project is \$194,871.39.</p>   | <p>Award Contract to Datel</p>  |
| <p>4.3 A motion to approve/ratify the following annual contracts for the 2021-22 school year: A) Eric Hall &amp; Associates (HR); B) Golden Office Trailer, Inc. (Business Svcs); C) Stepping Stones Group (Special Ed); D) Segal Speech-Language Therapy (Special Ed); E) Salient Sounds Audiology (Special Ed); and (F) Banyon Tree Foundations Academy (Special Ed-NPS).</p> | <p>Approve Annual Contracts</p> |
| <p>4.4 A motion to authorize a Living History Days field trip in June for all 3<sup>rd</sup> and potentially 4<sup>th</sup> grade students.</p>   | <p>Authorize Field Trip</p>     |

J. BUSINESS SERVICES

- |     |   |                              |
|-----|---|------------------------------|
| 4.5 | A motion to approve the donation of shoes and socks from the Kiwanis Club of Lakeside to Lindo Park Elementary. | Accept Gifts to the District |
|-----|---|------------------------------|

BOND

- |     |  |  |
|-----|--|--|
| 5.1 | A motion to ratify Change Orders #1, 41 and 44 with SWCS, Inc. on the Tierra del Sol Middle School multipurpose/kitchen/classroom modernization project at a total of \$11,197.60.   | Ratify Change Orders with SWCS, Inc.       |
| 5.2 | A motion to ratify Change Order #4 with SWCS, Inc. for bid package #4 (finishes multi-prime contracts) for the gymnasium project at Tierra del Sol Middle School at a credit of (\$9,704.93).  | Ratify Change Order with SWCS, Inc.        |
| 5.3 | A motion to ratify Change Orders #1 and 2 with Johnston Tractor, Inc. for bid package #1 (site work multi-prime contract) on the Tierra del Sol Middle School gymnasium project at a credit of (\$9,542.36).   | Ratify Change Orders with Johnston Tractor |
| 5.4 | A motion to ratify Change Order #4 and ratify Change Order #5 with Interpipe Contracting for bid package #2 (plumbing multi-prime contract) on the Tierra del Sol Middle School gymnasium project at a cost of \$1,846.86.   | Ratify Change Order with Interpipe Cont.   |
| 5.5 | A motion to ratify Change Order #5 with ACE Electric for bid package #3 (electrical multi-prime contract) on the Tierra del Sol Middle School gymnasium project at a credit of (\$5,404.99).   | Ratify Change Order with ACE Electric      |
| 5.6 | A motion to extend the contract of Balfour Beatty Construction Management Services for the new gymnasium building at Tierra del Sol Middle School at a cost of \$132,519.  | Extend Contract w/Balfour Beatty           |
| 5.7 | A motion to approve amendments to the Blue Coast Consulting contract for Inspector of Record (IOR) Services in support of the completion of the modernization of the multipurpose building and construction of the new gymnasium building at Tierra del Sol Middle School not to exceed \$311,535. | Approve Amendments to Blue Coast Contract  |
| 5.8 | A motion to ratify Change Orders #33R1, 35, 36, 37 and 38 with SWCS, Inc. on the Lakeside Farms Elementary School modernization project at a cost of \$20,192.39.  | Ratify Change Orders w/SWCS                |
| 5.9 | A motion to ratify Change Order #6R2 with NexGen Building on the Lindo Park Elementary School modernization project at a cost of \$17,319.   | Ratify Change Order w/NexGen               |

BOARD POLICIES, REGULATIONS, EXHIBITS & BYLAWS

- |     |   |                     |
|-----|---|---------------------|
| 6.1 | A motion to adopt Board Policy and Administrative Regulation 6142.8: Comprehensive Health Education.    | Adopt BP/AR 6142.8  |
| 6.2 | A motion to adopt Board Policy and Administrative Regulation 6162.51: State Academic Achievement Tests. | Adopt BP/AR 6162.51 |
| 6.3 | A motion to adopt Board Policy and Administrative Regulation 6176: Weekend/ Saturday Classes.           | Adopt BP/AR 6176    |

Motion carried 4:0:1 (Ayes: Ferrante, Hayes; Hoefler Moir, Whisman; Absent: LaChappa).

- |    |  |                      |
|----|--|----------------------|
| K. | 1. First Reading of Board Policy 3516.5: Emergency Schedules. Board requested the policy to return next month for adoption.  | BP 3516.5            |
|    | 2. First Reading of Board Policy and Administrative Regulation 4157/4257/4357: Employee Safety. Board requested the policy to return next month for adoption.  | BP/AR 4157           |
|    | 3. First Reading of Board Policy and Administrative Regulation 6164.4: Identification and Evaluation of Individuals for Special Education. Board requested the policy to return next month for adoption.   | BP/AR 6164.4         |
|    | 4. First Reading of Board Policy and Administrative Regulation 6164.41: Children with Disabilities Enrolled by their Parents in Private School. Board requested the policy to return next month for adoption.  | BP/AR 6164.41        |
| L. | Lisa Davis reviewed the Enrollment Report for Month 6, ending March 10, 2022. She reported we are down 140 students from the same time last year.  | Enrollment Report    |
| M. | 1A. Kerry Strong, LTA President, reminded the board that our world was flipped almost 2 years ago to the day. She wishes she could've told her that everything would turn out okay. We've learned a lot, such as reading a decision tree and managing a classroom full of students on Zoom. We're resilient and we're strong and we rely on each other as a team. It's the best skill we have as a district. She is proud of all of us. She recently attended a conference in Garden Grove with colleagues to tune up classroom teaching skills. She offered an open invitation for the board members to read in our classrooms any time.  | LTA President        |
|    | 1B. David Myers, CSEA President, discussed CSEA's Covid agreement being considered in negotiations. He believed \$500 for every employee was a very fair offer, but it was rejected by the district team. He reminded the board that the district cannot run without classified employees. It sent a message that the district doesn't value classified employees and asked the board members if that was the message they wanted to send to our employees? He doesn't believe this is the Lakeside way.   | CSEA President       |
|    | 2A. Lisa Davis, Assistant Superintendent, reported that the business office is finally fully staffed as Lamia Matti started this week. She is fitting in well. Ms. Davis is working hard to get everyone in the department cross trained. The construction projects from maintenance and operations are moving along and getting very close to completion. All of her departments are running very smoothly.   | Lisa Davis           |
|    | 2B. Dr. Natalie Winspear, Interim Assistant Superintendent, commented that the district-wide PLC went very well. Principals led grade-level teams in reviewing our curriculum road maps and framework. Teachers were engaged and collaborating. We have about 220 employees participating in the Noom program. The opportunity to sign up and participate remains open through February. We have enjoyed the Walk and Talk Wednesdays. Not as well attended as hoped. We have completed the GATE Cogat testing and are awaiting our scores. We are continuing with the ELPAC testing going site to site. We have a few awesome initiatives coming to the district through Dr. Fernandez: K-12 mental health services grant through SDCOE; a suicide prevention grant also through SDCOE; and a screening to care initiative by the county board of supervisors. LCAP planning is underway. | Dr. Natalie Winspear |
|    | 2C. Dr. Rhonda Taylor, Superintendent, commented that she has enjoyed being out on sites reading in classrooms during love of reading week. She has also been on sites honoring our employees of the year. She apologized for the confusion when the masks were lifted. She couldn't beat social media in notifying staff fast enough. She thanked them for making the shift. She is really grateful for the team she has.   | Dr. Rhonda Taylor    |

- N. President Hayes asked if there was any further business to come before the board. There being none, the vice president declared the regular board meeting adjourned at 7:16 p.m.

Adjournment

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

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Bonnie LaChappa  
Clerk of the Board

# LAKESIDE UNION SCHOOL DISTRICT

---

Governing Board Meeting Date: 4/20/22

---

**Agenda Item:**

Day of the Teacher Resolution #2022-16

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

Resolution #2022-16, proclaiming Wednesday, May 4, 2022 as Day of the Teacher in the Lakeside Union School District and expressing gratitude for their dedication and the instruction, care and support they provide the students.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

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**Originating Department/School:** Superintendent's Office

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

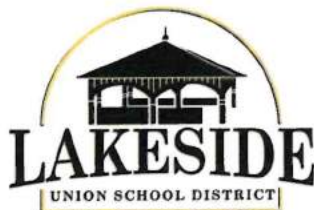
  
Lisa DeRosier, Executive Assistant

  
Dr. Rhonda Taylor, Superintendent



Administration:

RHONDA L. TAYLOR, Ed.D.  
*Superintendent*  
NATALIE WINSPEAR, Ed.D.  
*Interim Assistant Superintendent*  
LISA DAVIS  
*Assistant Superintendent*



Board of Trustees:

HOLLY FERRANTE  
ANDREW HAYES  
LARA HOEFER MOIR  
BONNIE LACHAPPA  
DON WHISMAN

**DAY OF THE TEACHER  
RESOLUTION NO. 2022-16**

---

**WHEREAS**, providing quality education to our students continues to be our greatest challenge in education, as well as our most vital responsibility; and,

**WHEREAS**, we rely largely on school teachers to ensure proper instruction in a variety of subjects; and,

**WHEREAS**, in addition to teaching academics, teachers provide guidance, support and encouragement to their students; and,

**WHEREAS**, it is appropriate that we recognize California's teachers, especially those in our Lakeside schools, and express gratitude for their dedication and the care and concern they have for their students; **NOW, THEREFORE**,

**BE IT RESOLVED** that the Governing Board of the Lakeside Union School District does hereby proclaim Wednesday, *May 4, 2022*, as **DAY OF THE TEACHER** in Lakeside; and

**BE IT FURTHER RESOLVED** that a letter of appreciation be presented to each teacher in the Lakeside Union School District.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of April 2022 by the Board of Trustees of the Lakeside Union School District of San Diego County, California.

\_\_\_\_\_  
*Andrew Hayes, President*

\_\_\_\_\_  
*Lara Hoefler Moir, Vice President*

\_\_\_\_\_  
*Bonnie LaChappa, Clerk*

\_\_\_\_\_  
*Holly Ferrante, Member*

\_\_\_\_\_  
*Don Whisman, Member*

\_\_\_\_\_  
*Dr. Rhonda L. Taylor, Superintendent*

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** 4/20/22

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**Agenda Item:**

Revised School and Employee Calendar

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

Adoption of a revised 2023-2024 school and employee calendar to reflect a change in report card distribution dates for Trimester 1 and 2.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

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**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

# 2023-2024 Calendar

S	M	T	W	T	F	S
<b>JULY 2023</b>						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
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S	M	T	W	T	F	S
<b>AUGUST 2023</b>						
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<b>SEPTEMBER 2023</b>						
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<b>OCTOBER 2023</b>						
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<b>NOVEMBER 2023</b>						
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<b>DECEMBER 2023</b>						
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<b>JANUARY 2024</b>						
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<b>FEBRUARY 2024</b>						
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<b>MARCH 2024</b>						
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31						

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<b>APRIL 2024</b>						
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<b>MAY 2024</b>						
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<b>JUNE 2024</b>						
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30						

## SPECIAL DAYS

- ..... Non-Student Day
- First Day of School** ..... August 21
- Last Day of School** ..... June 12
- 100<sup>th</sup> Day ..... February 2

## GRADING PERIODS

- Trimester Grading Periods .....
- 1<sup>st</sup> (58 Days) ..... November 10, 2023
- 2<sup>nd</sup> (60 Days)..... March 1, 2024
- 3<sup>rd</sup> (62 Days) ..... June 12, 2024

## REPORT CARDS

- Trimester 1..... **December 1, 2023**
- Trimester 2 ..... **March 15, 2024**
- Trimester 3 ..... **June 12, 2024**

## PARENT CONFERENCES

- Parent Conferences for Elementary and Middle Schools
- ..... October 2-6, 2023
- At-Promise Parent Conferences for Elementary Only
- ..... March 7-8, 2024

# LAKESIDE UNION SCHOOL DISTRICT

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Governing Board Meeting Date: 4/20/22

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**Agenda Item:**

COVID-19 Prevention Program (CPP)

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

The COVID-19 Prevention Program was revised to revised changes to the decision tree.

**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: <a href="#">Click here to enter text.</a> |

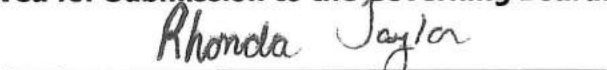
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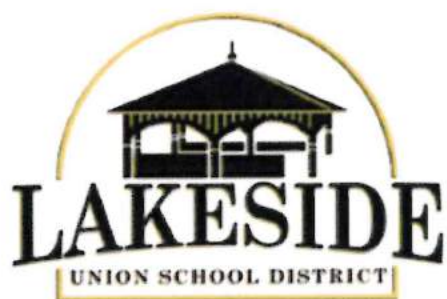
**Originating Department/School:** Superintendent

**Submitted/Recommended By:**

  
Lisa DeRosier, Executive Assistant

**Approved for Submission to the Governing Board:**

  
Dr. Rhonda Taylor, Superintendent



# Lakeside Union School District

## COVID-19 Prevention Program (CPP)

January 27, 2021

### COVID-19 Prevention Program (CPP) for the Lakeside Union School District.

Authority and Responsibility	1
Identification and Evaluation of COVID-19 Hazards	1
Employee participation	1
Employee screening	1
Control of COVID-19 Hazards	2
Face Covering	2
Physical Distancing	4
Engineering controls	4
Cleaning and Disinfecting	5
Shared tools, equipment and personal protective equipment (PPE)	
Hand sanitizing	6
Personal protective equipment (PPE) used to control employees' exposure to COVID-19	7
Investigating and Responding to COVID-19 Cases	7
System for Communicating	7
Training and Instruction	8
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Reporting, Recordkeeping, and Access	11
Return-to-Work Criteria	11
Appendix A: Identification of COVID-19 Hazards	13

Updated March 15, 2022

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Exclusion of COVID-19 cases	20
Investigation of workplace COVID-19 illness	20
COVID-19 investigation, review and hazard correction	20
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Additional Consideration #2	22
Major COVID-19 Outbreaks	22
COVID-19 testing	22
Exclusion of COVID-19 cases	22
Investigation of workplace COVID-19 illnesses	22
COVID-19 hazard correction	22
Notifications to the local health department	22

# COVID-19 Prevention Program (CPP) for the Lakeside Union School District.

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

**Date: January 28, 2021/ Update August 5, 2021/ Update January 28, 2022**

## Authority and Responsibility

The Superintendent, **Dr. Rhonda Taylor**, has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

## Identification and Evaluation of COVID-19 Hazards

We will implement the following in our workplace:

- Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- Conduct periodic inspections using the **Appendix B: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

## Employee Participation

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by **engaging in facility walk-throughs with the school administrator or department supervisor.**

## Employee Screening

LUSD Schools will prevent discrimination against students and staff who (or whose families) were or are diagnosed with COVID-19 or who are perceived to be a COVID-19 risk. We will actively encourage staff and students who are sick or who have recently had close contact with a person with COVID-19 to follow the Decision Tree offered by the California Department of Public Health (CDPH). [CDPH Decision Tree](#) When necessary, our district policies encourage sick staff and students to stay at home without fear of reprisal. This guidance is designed to enable all schools to offer and provide full in-person instruction to all students safely, consistent with the current scientific evidence about COVID-19, even if pandemic dynamics shift throughout the school year, affected by vaccination rates and the potential emergence of viral variants.

LUSD requests that all employees and families monitor for symptoms related to COVID-19 Symptoms may include:

- Fever
- Cough
- Shortness of breath or difficulty breath
- Chills
- Repeated shaking with chills
- Fatigue
- Muscle pain
- Headache
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea
- New loss of taste or smell

LUSD schools will document/track incidents of positive cases and notify local health officials, staff, and families immediately of any exposure to a positive case of COVID-19 at school while maintaining confidentiality. Families may be notified under FERPA and state law related to privacy of educational records.

## Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix B: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards, as follows:

- The severity of the hazard will be assessed and correction time frames assigned, accordingly.
- Individuals are identified as being responsible for timely correction.
- Follow-up measures are taken to ensure timely correction.

## Control of COVID-19 Hazards

### 1. Face Coverings

- Masks are optional outdoors for all in K-12 school settings.
- K-12 students are required to mask indoors, with exemptions per [CDPH face mask guidance](#). Adults in K-12 school settings are required to mask when sharing indoor spaces with students.
- Persons exempted from wearing a face covering due to a medical condition, must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.
- Schools must develop and implement local protocols to provide a face covering to students who inadvertently fail to bring a face covering to school to prevent unnecessary exclusions.
- Consistent with guidance from the 2020-21 school year, schools must develop and implement local protocols to enforce the mask requirements. Additionally, schools should offer alternative educational opportunities for students who are excluded from campus because they will not wear a face covering. Note: Public schools should be aware of the requirements in AB 130 to offer independent study programs for the 2021-22 school year.
- In limited situations where a face covering cannot be used for pedagogical or developmental reasons, (e.g., communicating or assisting young children or those with special needs) a face shield with a drape per ([CDPH guidelines](#)) can be used instead of a face covering while in the classroom as long as the wearer maintains physical distance from others. Staff must return to wearing a face covering outside of the classroom.



- We provide clean, undamaged face coverings and ensure they are properly worn by employees over the nose and mouth when indoors, including non-employees, and where required by orders from the California Department of Public Health (CDPH) or local health department. Employees may provide their own mask or face shield with a drape or those can be provided by the district. Individuals will not be allowed indoors on campus without a face mask unless they have a documented exemption. Employees should report any observed mask noncompliance to their supervisor.

Employees will:

- Wear masks at all times when indoors regardless of vaccination status, when students are present on campus including before and after school programs and activities
- Teach and reinforce use of cloth/disposable face masks, or in limited instances, face shields.
- Remind students frequently and as needed not to touch their mask and to wash hands frequently.
- Provide students with a mask if they do not bring one to school or lose their mask during the school day.

Students will:

- Wear masks when indoors in the school setting including before and after school programs and activities
- Immediately put their mask on when transitioning to an indoor setting
- Students will be frequently reminded not to touch the cloth/disposable face masks and to wash their hands frequently.
- Provide information and training regarding how people who are exempted from wearing a cloth/disposable face masks will be addressed. Exemptions must be determined with input from a doctor or medical professional. This will be conducted on a case by case basis.

The District will:

- Provide information to all staff and families in the school community on proper use, removal, and washing of cloth/disposable face masks.
- Prevent harassment and bullying related to mask use.
- Ensure that students, employees, contracted providers, volunteers and visitors (when allowable on campus) wear masks in the indoor setting when students are present.

**LUSD's plans regarding students' use of cloth/disposable face mask:**

AGE	CLOTH/DISPOSABLE FACE MASK REQUIREMENT
Preschool	Children aged 2 years and older should wear a cloth or disposable mask, especially when indoors or when a six-foot physical distance from others cannot be maintained*
TK through 2nd grade	Required, unless exempt*
3rd through 8th grade	Required, unless exempt

\* A face shield is an acceptable alternative for children in this cohort who cannot wear a mask properly or who are exempt.

Persons younger than two years old, anyone who has trouble breathing, anyone who is unconscious or incapacitated, and anyone who is otherwise unable to remove the face covering without assistance are exempt from wearing a face covering.

A cloth face covering, or face shield may be removed outdoors. When a cloth face covering is temporarily removed, it should be kept clean until it needs to be put on again.

In limited situations where a face covering cannot be used for pedagogical reasons (e.g., communicating or assisting young children or those with special needs), a face shield with a drape can be used instead of a face covering while in the classroom as long as the wearer maintains physical distance from others.

In order to comply with this guidance, LUSD schools must enforce the guidance requiring students to wear masks indoors. LUSD will provide a face covering to students who do not bring a face covering to school. In the event a student refuses to wear a face covering, they will be offered think time prior to being invited to wear a mask and enter the classroom. If the student continues to choose not to wear a mask, they will be sent to the front office where they will be offered a mask again. If they continue to refuse, the parent(s) will be called to speak with their child or pick them up from school. Students who are waiting to be picked up will have an alternative learning environment and work available to them until they are picked up from school. For families who are interested in other educational options where masks are not required, the LUSD Flex School Program will be offered where appropriate.

**LUSD school plans regarding staff use of face coverings:**

All staff must use face coverings in accordance with CDPH guidelines unless Cal/OSHA standards require respiratory protection. In limited situations where face coverings cannot be used for pedagogical or developmental reasons, (i.e. communicating or assisting young children or those with special needs) a face shield with a drape can be used instead of a cloth face covering while in the classroom as long as the wearer maintains physical distance from others, to the extent practicable.

Workers or other persons handling or serving food must use gloves in addition to face coverings. In some cases, disposable glove use may be helpful to supplement frequent hand washing or use of hand sanitizer (for example: workers who are screening others for symptoms or handling commonly touched items).

**2. Physical Distancing**

- CDPH recommends focusing on the other mitigation strategies provided in this guidance instead of implementing minimum physical distancing requirements for routine classroom instruction.

**3. Engineering Controls**

Ventilation recommendations:

- For indoor spaces, ventilation should be optimized, which can be done by following [CDPH Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Considerations for Reopened Schools](#).

We maximize, to the extent feasible, the quantity of outside air for our buildings with mechanical or natural ventilation systems. All learning spaces and workspaces are equipped with individual HVAC systems or “package units”. An HVAC system consists of the unit itself and ductwork above the ceiling generally known as “plenum space”. Plenum space is a part of a building that can facilitate air circulation for heating and air conditioning systems, by providing pathways for either heated/conditioned

or return airflows, usually at greater than atmospheric pressure. In general, the effectiveness and efficiency of HVAC systems to filter out contaminants during the circulation process is based upon two factors:

- Air mixture – the amount of outside air brought in compared with the amount of inside, recirculated air it is mixed with, generally expressed as a percentage
- Filtration – the ability of the system to filter out and remove particles and contaminants from the air before it is circulated back into the room

The District's HVAC systems are equipped with "economizers" that vary the amount of outside air brought in depending on the outside temperature and conditions. The filtration effectiveness of HVAC systems is measured by an industry standard known as Minimum Efficiency Reporting Value or MERV, expressed as a number from 1 to 20. Generally, the higher the MERV number, the denser the filter is and, therefore, the more particles and contaminants the filter captures before circulating back into the room. It is also generally true that the higher the MERV number, the less airflow the system creates, which decreases circulation cycles, causes the system to work harder, and increases the likelihood for system breakdowns. This reduces the efficiency of the system and its useful life. Consequently, decisions on the type of filter to use relative to COVID-19 transmission are not simple as multiple factors must be considered.

Currently our district uses MERV 8 filters that are changed 4X a year (January, April, July and October) and the condensate coils are cleaned 1X a year.

For the 2020-21 school year we will still be using the MERV 8 filters however we plan to change the filters 6X this year (July, September, November, January, March, May) and clean the condensate coils 2X a year.

Also the district plans to set the HVAC to run the circulating fan in the on position during the instructional day. This is to increase air flow even when the unit is not in the heating/cooling mode. In order to ensure proper ventilation during cleaning and disinfecting, windows will be opened where practicable.

### **Cleaning and Disinfecting**

We implement the following cleaning and disinfection measures for frequently touched surfaces:

Trained custodial staff have intensified their cleaning and sanitizing procedures in accordance with CDC recommendations. Frequently touched surfaces will also be cleaned and disinfected daily using products approved for use against COVID-19 and on the Environmental Protection Agency (EPA) approved list "N".

LUSD Schools have suspended the use of drinking fountains and is encouraging students to bring water bottles to school. Water will be provided to students who do not bring water bottles. When we are able to resume use of water systems we will ensure they are safe to use after prolonged shutdown to minimize any risks. Sharing of objects and equipment will be limited. For example, play structures will be off limits to students. Play equipment will be distributed by class/cohort, will be sanitized after use, and will remain with that cohort.

Trained custodial staff have intensified their cleaning and sanitizing procedures in accordance with CDC recommendations. Frequently touched surfaces will also be cleaned and disinfected daily using products approved for use against COVID-19 and on the Environmental Protection Agency (EPA) approved list "N".

Each school will implement strict procedures for cleaning, disinfecting, and sanitizing regularly to prevent the spread of germs, including the coronavirus. Although Custodians are primarily responsible for achieving this goal, it is also the responsibility of all school staff members to be mindful of their behavior and to clean and disinfect when and where they can. The safety of all staff members and students depends upon the individual actions of each staff member. One or two individuals cannot carry the load. It

is up to everyone to participate in the process in order to achieve the highest level of cleanliness possible. To that end, the cleaning and sanitizing process will occur in layers:

## 1. All staff

All staff members using shared resources such as copy machines, telephones, computers, printers, restrooms, refrigerators, microwaves, etc. will wash their hands with soap and water for 20 seconds or use hand sanitizer before use. A spray bottle of Disinfectant, paper towels, or tissues should be available near shared resources to be used for handling equipment to avoid direct hand contact or for disinfecting after use.

Upon request, classroom teachers will be provided with a squirt bottle of Dawn soap and water to use at appropriate times to clean surfaces, touch points, and shared materials when appropriate. If teachers choose to use disinfectants wipes they will need to complete the training in accordance with Department of Pesticide Regulation guidelines.

## 2. Custodial Staff

Each school has a full-time Site Day custodian and Night Custodian, who will clean and disinfect all interior and exterior areas regularly throughout the day and night, with the exception of EH and LEAPP where we will increase custodial staffing as needed.

- Cleaning and disinfecting student and staff restrooms every 60 minutes. A log will be posted and maintained in each student and staff restroom to indicate when cleaning/disinfecting efforts occurred.
- Monitoring the supplies of soap, hand sanitizer, disposable facemasks, face shields, and Dawn soap and water and sprays throughout the day and stocking when appropriate
- Providing Campus Supervisors with the cleaning and disinfecting supplies for disinfecting of lunch tables between meal periods.
- Site Day Custodians will be disinfecting touch points (Door handles, Light switches, Faucets, Dispensers, Bottle filling stations, Hand washing stations etc.) throughout the campus on a regular routine (approximately 1-hour cycle).

Should we have a COVID-19 case in our workplace, we will implement the following procedures:

Step 1 Contact the Maintenance Department immediately!

Step 2 The team will be dispatched to immediately start the lock down of the area to be contained.

Step 3 Following the COVID-19 INDUSTRY GUIDANCE: Schools and School-based programs document from the CDPH, dated August 2, 2021. Close off areas used by any individual suspected of being infected with the virus that causes COVID-19 and do not use before cleaning and disinfection. To reduce risk of exposure, wait 24 hours before you clean and disinfect. If it is not possible to wait 24 hours, wait as long as practicable. Ensure a safe and correct application of disinfectants using personal protective equipment and ventilation recommended for cleaning. Keep disinfectant products away from students.

### **Shared tools, equipment and personal protective equipment (PPE)**

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools are recommended to not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses by classroom staff.

### **Hand sanitizing**

In order to implement effective hand sanitizing procedures, we:

- Evaluate handwashing facilities.
- Determine the need for additional facilities.
- Encourage and allow time for employee handwashing.
- Provide employees with an effective hand sanitizer, and prohibit hand sanitizers that contain methanol (i.e. methyl alcohol).
- Encourage employees to wash their hands for at least 20 seconds each time.

### **Personal protective equipment (PPE) used to control employees' exposure to COVID-19**

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

When it comes to respiratory protection, we evaluate the need in accordance with CCR Title 8 section 5144 when the physical distancing requirements are not feasible or maintained.

We provide and ensure use of eye protection and respiratory protection in accordance with section 5144 when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

### **Investigating and Responding to COVID-19 Cases**

This will be accomplished by using the **Appendix C: LUSD Positive Case Procedures**

Employees who had potential COVID-19 exposure in our workplace will be:

- Employees shall receive HR Email Updates detailing free employee testing, as well as visit the LUSD COVID Dashboard to access employee testing information: [www.lusd.net/COVID\\_Dashboard](http://www.lusd.net/COVID_Dashboard)
- Notices will be sent to employees who test positive for COVID-19 or are identified as a close contact to positive COVID-19 case that include the following information:
  - Information Regarding COVID-19 Benefits, Available Leave, and Worker's Compensation Rights
  - Notice of the District's Safety and Disinfection Plan
  - Notice of Anti Retaliation and Anti Discrimination Protections
  - Return to Work Criteria

### **System for Communicating**

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- Who employees should report COVID-19 symptoms and possible hazards to, and how. Employees must report to their direct supervisor and complete the COVID Symptoms Google Form.
- That employees can report symptoms and hazards without fear of reprisal.
- Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.
- Where testing is not required, how employees can access COVID-19 testing.
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those

- hazards, and our COVID-19 policies and procedures.
- Supervisors have been trained on: testing, return to work criteria, social distancing and face covering requirements, and positive case procedures.

## **Training and Instruction**

We will provide effective training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
  - COVID-19 is an infectious disease that can be spread through the air.
  - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
  - An infectious person may have no symptoms.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

**Appendix D: COVID-19 Training Roster** will be used to document this training.

## **Exclusion of COVID-19 Cases**

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Excluding employees with COVID-19 exposure from the workplace in accordance with the CDPH Decision Tree Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related. This will be accomplished by providing the following COVID-19 related benefits, workers' compensation, and various leaves:
  - Sick leave and extended illness leave provided by collective bargaining agreement, policy or statute (Education Code sections 44977 and 44978 for certificated staff; Education Code sections 45191 and 45196 for classified staff; and Labor Code sections 245-249 for employees not qualifying for other sick leave).
  - Industrial accident and illness leave provided by collective bargaining agreement, policy or statute (Education Code section 44984 for certificated staff; Education Code section 44192 for classified staff).
  - Workers' Compensation benefits.
  - Twelve weeks of federal Family Medical Leave Act leave / California Family Rights Act leave.

- Available vacation, comp-time or unpaid leave (if applicable) provided by collective bargaining agreement, policy, or statute.
- Providing employees at the time of exclusion with information on available benefits.

**Plan for When a Staff Member, Child or Visitor Becomes Sick**

LUSD schools have created a Rest and Recovery Room where staff and students who are exhibiting symptoms can be isolated until they are able to return home or a healthcare facility if needed. Any students or staff exhibiting symptoms should immediately be required to wear a face covering. If there is a serious injury or illness, we will call 9-1-1 without delay. We will seek medical attention if COVID-19 symptoms become severe, including persistent pain or pressure in the chest, confusion, or bluish lips or face. School staff will close off areas used by any individual suspected of being infected with the virus that causes COVID-19 and those spaces will not be used before cleaning and disinfection of those spaces is completed. To reduce risk of exposure, we will wait at least 24 hours and up to seven days before cleaning and disinfecting those spaces. If it is not possible to wait 24 hours, we will wait as long as practicable. We will ensure safe and correct application of disinfectants using personal protective equipment and ventilation recommended for cleaning.

LUSD schools will notify local health officials immediately of any positive case of COVID-19, and exposed staff and families as relevant while maintaining confidentiality as required by state and federal laws and will implement the necessary processes and protocols when a school has an outbreak, in accordance with CDPH guidelines.

LUSD schools will advise sick staff members and students not to return until they have met CDC criteria to discontinue home isolation, including at least three days with no fever, symptoms have improved and at least 10 days since symptoms first appeared.

	<b>Student or Staff with:</b>	<b>Action</b>	<b>Communication</b>
1.	COVID-19 Symptoms (e.g., fever, cough, loss of taste or smell, difficulty breathing)	<ul style="list-style-type: none"> <li>• Send home</li> <li>• Recommend testing (If positive, see #3, if negative, see #4)</li> <li>• School/classroom remain open</li> </ul>	No Action needed

2.	Close contact (†) with a confirmed COVID- 19 case	<ul style="list-style-type: none"> <li>● Send home</li> <li>● Quarantine for up to 10 days from last exposure</li> <li>● Recommend testing</li> </ul> <p>School/classroom remain open</p>	Consider school community notification of a known contact
3.	Confirmed COVID-19 case infection	<ul style="list-style-type: none"> <li>● Notify the local public health department</li> <li>● Isolate case and exclude from school for 10 days from symptom onset or test date</li> <li>● Identify contacts (†), quarantine &amp; exclude exposed contacts (likely entire cohort (††)) for up to 14 days after the last date the case was present at school while infectious</li> <li>● Recommend testing of contacts, prioritize symptomatic contacts</li> <li>● Disinfection and cleaning of classroom and primary spaces where case spent significant time</li> <li>● School remains open</li> </ul>	School community notification of a known case
4.	Tests negative after symptoms	<ul style="list-style-type: none"> <li>● Non close contacts: May return to school 24 hours after symptoms improve AND no fever or use of fever reducing medication.</li> <li>● Close contacts: See #2</li> <li>● School/classroom remain open</li> </ul>	Consider school community notification if prior awareness of testing



## Reporting, Recordkeeping, and Access

It is our policy to:

- Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the **LUSD Positive Case Procedures** process to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

## Return-to-Work Criteria

### Return to work if you were a close contact:

#### 10 Day Quarantine

You may return to work after a 10-day quarantine period if you can meet the following criteria:

1. You are not exhibiting [COVID-19 symptoms](#); *AND*
2. You can consistently maintain proper use of a face covering; *AND*
3. Your job duties are such that you are capable of maintaining a distance of at least 6 feet from all others through Day 14; *AND*
4. You are not immunosuppressed and don't work with students who are immunosuppressed

#### 14 Day Quarantine

If you cannot meet the 4 above-mentioned criteria, you must quarantine for 14 days.

Please reference the illustration provided by HHS and the [San Diego County Office of Education](#) for further information.

### Return to work if you are experiencing symptoms of COVID 19:

Provide proof of a Negative PCR COVID-19 Test, and allow for **24 hours** after symptoms are resolved.

In the event that the symptom is associated with a chronic illness, provide a signed note from a licensed MD/DO/NP/PA (who manages that condition). The signed note must confirm the chronic diagnosis, include the provider's information, explain how the symptoms are unrelated to COVID-19, and be accompanied by a signed consent for the District to interact with MD/DO/NP/PA.

In the event that you test positive on a PCR COVID-19 Test or do not take a PCR COVID-19 Test, you must isolate until you meet the following criteria:


- a. 24 hours without a fever (no meds) **AND**
- b. Symptoms are improving **AND**
- c. At least 10 days from symptom onset or test date

**Return to work after testing positive for COVID 19:**

You must isolate and you may return when you fulfill the following criteria:


- a. 24 hours without a fever (no meds) **AND**
- b. Symptoms are improving **AND**
- c. At least 10 days from symptom onset or test date

Please reference the illustration provided by HHS and the [San Diego County Office of Education](#) for further information.

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Dr. Rhonda Taylor, Superintendent

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Date

## Appendix A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation: **[enter name(s)]**

Date: **[enter date]**

Name(s) of employee and authorized employee representative that participated: **[enter name(s)]**

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation

## Appendix B: COVID-19 Inspections

[This form is only intended to get you started. Review the information available at [www.dir.ca.gov/dosh/coronavirus/](http://www.dir.ca.gov/dosh/coronavirus/) for additional guidance on what to regularly inspect for, including issues that may be more pertinent to your particular type of workplace. You will need to modify form accordingly.]

Date: [enter date]

Name of person conducting the inspection: [enter names]

Work location evaluated: [enter information]

Exposure Controls	Status (Meets Standard / Needs Improvement)	Person Assigned to Correct	Date Corrected
<b>Engineering</b>			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
[add any additional controls your workplace is using]			
[add any additional controls your workplace is using]			
<b>Administrative</b>			
Physical Distancing: Teacher Desk to Other Staff Desk is 6 Feet or Greater			
Physical Distancing: Teacher Desk to Student Desks is 6 Feet or Greater			
Physical Distancing: All Student Desks Are at Least 4 Feet Apart			
Physical Distancing: Arrival and Departure			
Physical Distancing: Non-Classroom Spaces			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
[add any additional controls your workplace is using]			
[add any additional controls			

<b>your workplace is using]</b>			
<b>PPE</b> (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			
<b>[add any additional controls your workplace is using]</b>			

## Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

LUSD will use the LUSD Positive Case Procedures which includes collection of the following information:

<b>Employee (or non-employee*) name:</b>		<b>Occupation (if non-employee, why they were in the workplace):</b>	
<b>Location where employee worked (or non-employee was present in the workplace):</b>		<b>Date investigation was initiated:</b>	
<b>Was COVID-19 test offered?</b>		<b>Name(s) of staff involved in the investigation:</b>	
<b>Date and time the COVID-19 case was last present in the workplace:</b>		<b>Date of the positive or negative test and/or diagnosis:</b>	
<b>Date the case first had one or more COVID-19 symptoms:</b>		<b>Information received regarding COVID-19 test results and onset of symptoms (attach documentation):</b>	

**Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):**

<b>Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:</b>			
<b>All employees who may have had COVID-19 exposure and their authorized representatives.</b>	<b>Date:</b>		
	<b>Names of employees that were notified:</b>		
<b>Independent contractors and other employers present at the workplace during the high-risk exposure period.</b>	<b>Date:</b>		
	<b>Names of individuals that were notified:</b>		
<b>What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?</b>		<b>What could be done to reduce exposure to COVID-19?</b>	
<b>Was local health department notified?</b>		<b>Date:</b>	

\*Should an employer be made aware of a non-employee infection source COVID-19 status.



## Appendix D: COVID-19 Training Roster

Date: **[enter date]**

Person that conducted the training: **[enter name(s)]**

Employee Name	Signature

## Additional Consideration #1

### Multiple COVID-19 Infections and COVID-19 Outbreaks

[This section will need to be added to your CPP if your workplace is identified by a local health department as the location of a COVID-19 outbreak, or there are three or more COVID-19 cases in your workplace within a 14-day period. Reference section [3205.1](#) for details.]

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

#### COVID-19 testing

- We will provide COVID-19 testing to all employees in our exposed workplace except for employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period. COVID-19 testing will be provided at no cost to employees during employees' working hours.
- COVID-19 testing consists of the following:
  - All employees in our exposed workplace will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
  - After the first two COVID-19 tests, we will continue to provide COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
  - We will provide additional testing when deemed necessary by Cal/OSHA.

#### Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria** requirements, and local health officer orders if applicable.

#### Investigation of workplace COVID-19 illness

We will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.

#### COVID-19 investigation, review and hazard correction

In addition to our CPP **Identification and Evaluation of COVID-19 Hazards** and **Correction of COVID-19 Hazards**, we will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
  - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
  - Our COVID-19 testing policies.
  - Insufficient outdoor air.
  - Insufficient air filtration.
  - Lack of physical distancing.
- Updating the review:

- Every thirty days that the outbreak continues.
- In response to new information or to new or previously unrecognized COVID-19 hazards.
- When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We will consider:
  - Moving indoor tasks outdoors or having them performed remotely.
  - Increasing outdoor air supply when work is done indoors.
  - Improving air filtration.
  - Increasing physical distancing as much as possible.
  - Respiratory protection.
  - [describe other applicable controls].

**Notifications to the local health department**

- Immediately, but no longer than 48 hours after learning of three or more COVID-19 cases in our workplace, we will contact the local health department for guidance on preventing the further spread of COVID-19 within the workplace.
- We will provide to the local health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status, and North American Industry Classification System code of the workplace of the COVID-19 case, and any other information requested by the local health department. We will continue to give notice to the local health department of any subsequent COVID-19 cases at our workplace.

## Additional Consideration #2

### Major COVID-19 Outbreaks

**[This section will need to be added to your CPP should your workplace experience 20 or more COVID-19 cases within a 30-day period. Reference section [3205.2](#) for details.]**

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

#### COVID-19 testing

We will provide twice a week COVID-19 testing, or more frequently if recommended by the local health department, to all employees present at our exposed workplace during the relevant 30-day period(s) and who remain at the workplace. COVID-19 testing will be provided at no cost to employees during employees' working hours.

#### Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria**, and any relevant local health department orders.

#### Investigation of workplace COVID-19 illnesses

We will comply with the requirements of our CPP **Investigating and Responding to COVID-19 Cases**.

#### COVID-19 hazard correction

In addition to the requirements of our CPP **Correction of COVID-19 Hazards**, we will take the following actions:

- In buildings or structures with mechanical ventilation, we will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- We will determine the need for a respiratory protection program or changes to an existing respiratory protection program under CCR Title 8 section 5144 to address COVID-19 hazards.
- We will evaluate whether to halt some or all operations at our workplace until COVID-19 hazards have been corrected
- Implement any other control measures deemed necessary by Cal/OSHA.

#### Notifications to the local health department

We will comply with the requirements of our **Multiple COVID-19 Infections** and **COVID-19 Outbreaks-Notifications to the Local Health Department**.

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** 4/20/22

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**Agenda Item:**

Personnel Assignment Order 2022-11

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


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**Originating Department/School:** Human Resources

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
**Staci Arnold, HR Exec Director**

  
\_\_\_\_\_  
**Dr. Rhonda Taylor, Superintendent**

**LAKESIDE UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES REGULAR MEETING, April 20, 2022  
Personnel Assignment Order – 2022-11**

**BACKGROUND:**

The following personnel appointments, changes of status, leave requests, resignations, dismissals and consultant requests are submitted for Board consideration. Italicized information indicates a change.

**Certificated Staff**

**A. New Appointments:**

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

**B. Temporary Rehires:**

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

**C. Change of Status/Location:**

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

**D. Unpaid Leave Requests:**

Employee	Assignment/Location	Class/Step	Reason	Recommendation	Effective Date
Espinoza, Claudia	Teacher/Lakeview	F/6	Family	Yes	2022-2023
Mulholland, Ann	Teacher/Riverview	F/8	Family	Yes	5/16/22-6/10/22

**E. Resignations:**

Employee	Assignment/Location	Class/Step	Reason	Effective Date

**F. Retirement:**

Employee	Assignment/Location	Class/Step	Effective Date

## Classified Staff

### G. New Hire:

Employee	Location	Position/Class/Step	Previous Monthly Salary	New Monthly Salary	Effective Date
Snider, Heidi	Transportation	School Bus Driver/22/7	N/A	\$2,598.46	3/29/2022

### H. Rehires:

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

### I. Change of Status/Location:

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

### J. Resignations:

Employee	Location	Position	Reason	Effective Date
Byrd, Thea	LEAPP	IA-III-SPED	Family	4/16/2022
Cook, Teri	District Office	Admin Support Specialist – District	Retirement	7/1/2022
Lynn, Sheralyn	LEAPP	IA-II-SPED	N/A	3/31/2022
Rodgers, Tracie	Transportation	School Bus Driver	N/A	3/22/2022
Romero, Katie	Tierra Del Sol	Campus Student Supervisor	N/A	4/16/2022

### K. Return from unpaid leave:

Employee	Location	Position/Class/Step	Effective Date

### L. 39-Month Re-Hire :

Employee	Location	Position	Effective Date

### M. FMLA

Employee	Title	Start Date	Recommendation

**RECOMMENDATION:**

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



# LAKESIDE UNION SCHOOL DISTRICT

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Governing Board Meeting Date: April 20, 2022

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**Agenda Item:**

Declaration Of Needs

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

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Addresses Emphasis Goal(s):**

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

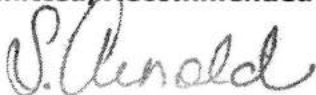
**Recommended Action:**

- |  |   |
|--|---|
| <input type="checkbox"/> Informational       | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion          | <input type="checkbox"/> Ratification     |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation:     |
| <input type="checkbox"/> Adoption            |   |

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**Originating Department/School:** Human Resources

**Submitted/Recommended By:**



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Staci Arnold, Director, HR

**Approved for Submission to the Governing Board:**



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Dr. Rhonda Taylor, Superintendent



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

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022-23

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Lakeside Union School District District CDS Code: 037

Name of County: San Diego County CDS Code: 067

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

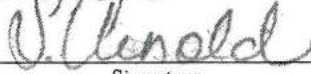
- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 04 /20 /2022 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2023.

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

Staci Arnold  Director, HR  
Name Signature Title

(619) 390-2661 (619) 390-2618 04/20/2022  
Fax Number Telephone Number Date

12335 Woodside Ave., Lakeside, CA 92040  
Mailing Address

sarnold@lsusd.net  
EMail Address

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

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

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

The declaration shall remain in force until June 30, \_\_\_\_\_.

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

Submitted by Superintendent, Director, or Designee:

Staci Arnold		Director, HR
<i>Name</i>	<i>Signature</i>	<i>Title</i>
(619) 390-2661	(619) 390-2618	04/20/2022
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
12335 Woodside Ave., Lakeside Ca 92040		
<i>Mailing Address</i>		
sarnold@lsusd.net		
<i>Email Address</i>		

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

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

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

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

<b>Type of Emergency Permit</b>	<b>Estimated Number Needed</b>
CLAD/English Learner Authorization (applicant already holds teaching credential)	11
Bilingual Authorization (applicant already holds teaching credential)	7
List target language(s) for bilingual authorization: Spanish and Mandarin	
Resource Specialist	
Teacher Librarian Services	

**LIMITED ASSIGNMENT PERMITS**

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

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

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	6
Single Subject	9
Special Education	15
TOTAL	30

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

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

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

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

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes  No

If no, explain. \_\_\_\_\_

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

If yes, how many interns do you expect to have this year? 12

If yes, list each college or university with which you participate in an internship program.  
 University of Phoenix, Walden University, Grand Canyon University, National University, San Diego County Office of Education  
 \_\_\_\_\_  
 \_\_\_\_\_

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

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date: April 20, 2022**

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**Agenda Item:**

Agreement (MOU) with Walden University

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

To provide students of Walden University, experience through clinical practice.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

Informational                       Denial/Rejection  
 Discussion                           Ratification  
 Approval                               Explanation:  
 Adoption


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**Originating Department/School:** Human Resources

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
Staci Arnold, Director, HR

  
\_\_\_\_\_  
Dr. Rhonda Taylor, Superintendent

# WALDEN UNIVERSITY

## U.S. FIELD SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of the final signature below by and between WALDEN UNIVERSITY, LLC, located at 100 Washington Avenue South, Suite 1210, Minneapolis, MN 55401 ("Walden") and Lakeside Union School District located at 12335 Woodside Ave., Lakeside, CA 92040 ("Field Site").

### RECITALS

WHEREAS, Walden offers undergraduate, graduate, and post-graduate programs in the fields of nursing, social work, counseling, psychology, health sciences, and interdisciplinary studies (the "Programs") and seeks to partner with field sites for educational field experiences for Walden students (the "Students");

WHEREAS, field experiences shall include the Field Site's student education program conducted at the Field Site ("Field Experience Program");

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Walden and the Field Site mutually desire to contribute to the education and professional growth of Walden Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

#### I. TERM AND TERMINATION

This Agreement shall commence on May 1, 2022 (the "Effective Date") and shall continue for a period of three (3) years (the "Term"). Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days' prior written notice to the other party. In the event of termination or expiration of this Agreement before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

#### II. WALDEN RESPONSIBILITIES

A. Walden shall be responsible for the assignment of Students to the Field Site. Walden agrees to refer to the Field Site only those Students who have completed the prerequisite course of study as determined by Walden.

B. Walden shall provide a field education coordinator (the "Walden Coordinator") who will act as a liaison between Walden and the Field Site and coordinate the Field Experience Program

# WALDEN UNIVERSITY

with the Field Site. The Walden Coordinator will be responsible for maintaining communication with the Field Site including, but not limited to:

(1) Confirming any contact information for Students to the Field Site Coordinator, as defined below, prior to the Student assignment; and

(2) Supplying the Field Site with information regarding each Student's current level of academic preparation as may be required by the Field Site.

C. Walden shall provide an instructor (the "Walden Supervisor") who will serve as the academic course instructor and field experience instructor for the educational experience. The Walden Supervisor will have responsibilities including, but not limited to:

(1) Communicating with the Field Site Supervisor relating to each Student's educational experience at the Field Site;

(2) Evaluating student academic and Field Site work relating to the educational experience at the Field Site.

Notwithstanding the foregoing, the parties understand that Walden is an online institution; therefore, there will be no on-site faculty presence from Walden on Field Site premises.

D. Walden shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervision requirements.

E. Walden maintains student professional liability insurance with a single limit of no less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, with umbrella liability coverage in amounts no less than One Million Dollars (\$1,000,000). Such general liability insurance policies shall provide additional coverage to Walden's Students. Walden shall provide the Field Site with proof of coverage upon request.

### III. FIELD SITE RESPONSIBILITIES

A. When available, the Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site (the "Field Site Coordinator"). The Field Site Coordinator shall be responsible for:

(1) Planning and coordinating the education arrangements between the Field Site, the Students and Walden;

(2) Serving as a liaison between the Field Site and Walden; and

# WALDEN UNIVERSITY

(3) Developing and administering an orientation program for Student which will familiarize the Students with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the preceptor or supervisor (the "Field Site Supervisor") for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Field Site Supervisor. The Program requires supervision specifically by the Field Site Supervisor, and such supervision may not be delegated. Field Site Supervisors are responsible for providing, as applicable to the Program, role modeling, direct patient or client supervision, and professional interactions, and sharing expertise and experience. Field Site Supervisors are expected to voice concerns when student behaviors are in question or patient safety is of issue. Field Site Supervisors shall provide instruction and services in accordance with applicable laws and shall educate Students as to the requirements of the applicable laws. The Field Site Supervisor shall work with the Walden Supervisor to review and evaluate the Students in the Field Experience Program.

C. The Field Site shall provide learning experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

D. Where applicable, the Field Site shall provide the Students with an orientation familiarizing students with all applicable State and Federal laws and regulations as they pertain to practice at the Field Site, which may include those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

E. The Field Site shall ensure that the Students practice within the guidelines of any applicable professional ethics codes. The Field Site shall provide resources to Students for exploring and resolving any ethical conflicts that may arise during field training.

F. The Field Site Supervisor shall complete, with the Walden Supervisor and Student, all written evaluations of the Students' performance according to the timeline established by Walden. Evaluations will be submitted to the Walden Coordinator.

G. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Site. The Field Site Coordinator or assigned Field Site Supervisor shall promptly notify the Walden Coordinator and/or Walden Supervisor of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

H. If available at the Field Site, the Field Site agrees to provide emergency health care services for Students for illnesses or injury on the same basis as that which is provided to Field Site



# WALDEN UNIVERSITY

employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs. In the event that Field Site does not have the resources to provide such emergency care, Field Site will refer such Students to the nearest emergency facility.

I. The Field Site shall ensure adequate workspace for the Students and shall permit the use of instructional resources such as the library, procedure manuals, and client records as required by the Field Experience Program. Field Site shall provide Students with training on Field Site safety protocols, as applicable, and provide prompt notice to Walden of any situation involving threatened hazards or harm that may adversely impact the health or safety of Students.

J. In the event that Field Site allows students to participate in activities that are conducted virtually outside of the Field Site's facilities, such as allowing virtual visits, telehealth services, or other activities that do not involve in-person interaction, Field Site acknowledges that Walden does not control the performance, reliability, or security of the devices or networks used by students for these activities and Field Site shall be responsible for ensuring that such devices or networks meet Field Site's requirements.

K. The Field Site maintains general and professional liability insurance (or comparable coverage under a program of self-insurance) for itself and its employees with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Field Site shall provide Walden with proof of coverage upon request.

To the extent that the Field Site is an entity governed by and/or operated through any state or federal agency or is provided liability coverage through statutory or tort law, then the foregoing paragraph shall not apply.

## IV. STUDENT RESPONSIBILITIES

Walden shall inform Students that they are responsible for the following:

A. Students shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the field experience.

B. Students shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to the Students by the Field Site during their orientation at the Field Site and shall abide by the requirements of all applicable laws.

C. Students shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

D. Students shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

# WALDEN UNIVERSITY

E. Students shall be required to purchase and maintain a policy of professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) annual aggregate. Students shall provide the Field Site with proof of coverage upon request.

## V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Student participating in the Program to the extent that access to those records is required by the Field Site in order to carry out the Field Experience Program. Field Site and Walden shall only disclose such educational records in compliance with FERPA.

B. HIPAA. The parties agree that, if the Field Site is a covered entity under HIPAA:

(1) to the extent that a Student is participating in the Field Experience Program:

(a) Student shall be considered part of the Field Site’s workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not otherwise be construed to be employees of the Field Site;

(b) Student shall receive training by the Field Site on, and subject to compliance with, all of Field Site’s privacy policies adopted pursuant to HIPAA; and

(c) Student shall not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a Student has access through Field Experience Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(2) Walden will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(3) No services are being provided to the Field Site by Walden pursuant to this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.

C. The Field Site and Walden will promote a coordinated effort by evaluating the Field Experience Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

D. The parties agree that Students participating in the Field Experience Program are at all times acting as independent contractors and that Students are not and will not be considered employees of the Field Site or any of its subsidiaries or affiliates by virtue of a Student’s participation

# WALDEN UNIVERSITY

in the Field Experience Program and shall not as a result of Student's participation in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind.

E. The Field Site and Walden agree that Students will have equal access to their respective programs and facilities without regard for gender identity, race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual orientation or other legally protected status. Field Site and Walden will comply with all applicable non-discrimination laws in providing services hereunder.

F. Field Site represents that it has policies in place that are consistent with applicable laws to prevent and report instances of sexual harassment, sexual discrimination, and sexual misconduct and it will comply with these policies during its participation in the Field Experience Program. In the event that Field Site does not have such policies in place, it shall abide by Walden's Code of Conduct located at <https://www.waldenu.edu/legal/student-safety-title-ix> with regard to Walden's Students.

G. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

H. This Agreement is nonexclusive. The Field Site and Walden reserve the right to enter into similar agreements with other institutions.

I. This Agreement shall be governed by the laws of the State of California.

J. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid). Notices to Walden shall be sent to the Walden Coordinator at Walden University, LLC; 100 Washington Avenue South, Suite 1210; Minneapolis, MN 55401; with a copy to: Walden University, LLC; Attention: Legal Department; 7065 Samuel Morse Drive; Columbia, MD 21046. Notices to Field Site shall be sent to 12335 Woodside Ave. Lakeside CA 92040.

K. Each party agrees to indemnify, defend, and hold harmless the other from all losses or liabilities resulting from the negligence or willful misconduct of the indemnifying party and/or its employees or agents arising under this Agreement, except to the extent such losses or liabilities are caused by the indemnified party's negligence or willful misconduct.

L. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof. This Agreement and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties agree that delivery of an executed counterpart signature hereof by facsimile transmission, or in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

# WALDEN UNIVERSITY

M. Each person signing this Agreement on behalf of a party represents to the other party that the execution and performance of this Agreement is duly authorized to sign this Agreement on behalf of the party and that this Agreement constitutes a valid and binding agreement of such party, enforceable according to its terms.


N. This Agreement will be binding upon and inure to the benefit of each of the parties, their successors, and assigns. Neither party may assign this Agreement or assign its rights or delegate its duties hereunder without the prior written consent of the other party (except in connection with a merger, sale of all or substantially all of a party's assets, or other form of corporate reorganization of that party) and any purported assignment in violation of this Section will be without force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

WALDEN UNIVERSITY, LLC

FIELD SITE

By: \_\_\_\_\_  
(signature)

By:   
(signature)

Name: Brandi DeFries  
(Print name)

Name: Lisa Davis  
(Print name)

Title: Director of Operations, Field Experience

Title: Assistant Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:**

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**Agenda Item:**

Induction Services Agreement with San Diego County Superintendent of Schools

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

The purpose of the proposed partnership is to provide a Commission-approved program that will allow preliminary and level 1 credential holders to meet the renewal requirements listed on the California preliminary and level 1 credential.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Addresses Emphasis Goal(s):**

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


**Recommended Action:**

- |  |   |
|--|---|
| <input type="checkbox"/> Informational       | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion          | <input type="checkbox"/> Ratification     |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation:     |
| <input type="checkbox"/> Adoption            |   |

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**Originating Department/School:** Human Resources

**Submitted/Recommended By:**



Staci Arnold, Director, HR

**Approved for Submission to the Governing Board:**



Dr. Rhonda Taylor, Superintendent

## Services Agreement

This Agreement, for the provision of services is entered into this 7<sup>th</sup> day of March, 2022 [MONTH, YEAR], by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and Lakeside Union School District [INSERT CONTRACTOR LEGAL ENTITY NAME] (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

### 1. Scope of Services.

Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

### 2. Term of Agreement.

This Agreement shall be effective from the period commencing [July 1, 2022] and ending [June 30, 2025], unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement.

### 3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

### 4. Compensation and Reimbursement.

Contractor will compensate SDCOE at the rates found in Exhibit A.

### 5. Confidential Relationship.

SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to

Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

**6. Public Records Act.**

Contractor acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Contractor acknowledges that the SDCOE may submit to Contractor information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement (“Requestor”) for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor’s demand and is not required to defend against it.

**7. Ownership of Documents.**

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Contractor upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor’s name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

**8. Fund Availability**

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

**9. Data Privacy and Protection**

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the SDCOE within 24 hours of the Contractor discovering an unauthorized access or disclosure of SDCOE data.

The Contractor and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

#### **10. No Assignments.**

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

#### **11. Audit.**

Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

#### **12. Independent Contractor.**

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

#### **13. Licenses, Permits, Etc.**

Contractor represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.



**14. NOT USED**

**15. NOT USED**

**16. Tuberculosis Clearance.**

Contractor shall certify in writing that Contractor’s employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

**17. NOT USED**

**18. Indemnification.**

To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Contractor’s obligations under this Section apply whether or not there is concurrent negligence on SDCOE’s part, but to the extent required by law, excluding liability due to SDCOE’s conduct. SDCOE shall have the right to select its legal counsel at Contractor’s expense, subject to Contractor’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers’ compensation acts, disability benefits acts, or other employee benefit acts.

**19. Tobacco-Free Facility.**

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

**20. Notices.**

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Sheiveh Jones, Executive Director  
6401 Linda Vista Rd  
San Diego, CA 92111  
858-295-8806  
sniones@sdcoe.net

With copy to: Chief Business Officer and  
SDCOE Legal Services  
6401 Linda Vista Rd  
San Diego, CA 92111

Contractor: Staci Arnold, Director of Human Resources Name, Title  
12335 Woodside Ave. Address  
Lakeside, CA, 92040 City, State, Zip Code  
619-390-2600 Phone number  
sarnold@lsusd.net Email

**21. Amendment.**

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Contractor.

**22. Governing Law/Venue.**

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

**23. Mediation.**

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

**24. Compliance with Law.**

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit B to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

**25. Debarment, Suspension or Ineligibility Clause.**

By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

**26. Authorization to Perform Services.**

Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

**27. Employment with Public Agency and Retirees.**

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

**28. Conflict of Interests.**

Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employ any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**29. Counterparts.**

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

**30. Severability.**

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**31. Entire Agreement.**

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

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

**SAN DIEGO COUNTY SUPERINTENDENT  
OF SCHOOLS**

**CONTRACTOR**

\_\_\_\_\_  
By (Authorized Signature)

Michael Simonson  
Name (Type or Print)

Deputy Superintendent, Chief Business Officer  
Title

\_\_\_\_\_  
Date



\_\_\_\_\_  
By (Authorized Signature)

Lisa Davis  
Name (Type or Print)

Name (Type or Print)

Assistant Superintendent  
Title

\_\_\_\_\_  
Date

**EXHIBIT A**  
**SPECIAL PROVISIONS**

**A. Scope of Services.**

1. **PURPOSE & SCOPE.** SDCOE will provide teacher induction support to DISTRICT preliminary and level 1 credential holders. The purpose of the proposed partnership is to provide a Commission-approved program that will allow preliminary and level 1 credential holders to meet the renewal requirements listed on the California preliminary and level 1 credential.

**A. DISTRICT RESPONSIBILITIES UNDER THIS MOU:**

1. Identify teacher candidates according to program eligibility criteria. Notify the program of new teacher candidates eligible for induction by October 1 of each participating school year.
2. Follow SDCOE approved mentor selection and mentor-candidate pairing process understanding that the best pairing is by school/grade level/content and must take place within 30 days of enrollment.
3. Provide release time for mentors, according to district needs, to observe teacher candidates as required by program completion requirements. Observations can be in person or virtual.
4. Provide release time for teacher candidates, according to district needs, to complete the peer observation as required by program completion requirements. Observations can be in person or virtual.
5. Understand that the Teacher Candidates Individual Learning Plans (ILP) are designed and implemented solely for the professional growth and development of the Teacher Candidates and not for evaluation for employment purposes.
6. Participate in the evaluation of the SDCOE teacher induction program upon request.
7. Identify a district administrator to attend advisory committee meetings and participate in required accreditation activities.
8. Identify a district lead as the liaison between the district and the SDCOE teacher induction program, if there are six or more teacher candidates enrolled. If the district is unable to provide a district lead, SDCOE will provide a lead to facilitate the Teacher Induction program for the district.
  1. The District Lead will:
    - a. Provide advice and assistance to both mentors and teacher candidates.
    - b. Coordinate mentor/teacher candidate pairing, verify the SDCOE pairing list, and notify SDCOE of any changes.
    - c. Assist teacher candidates and mentors in using the learning management system (LMS) and accessing all assignments.
    - d. Input and monitor grades in LMS for all teacher candidates within the district, charter, private or non-public school. Grades are to be posted within 1 week of the SDCOE due date.
    - e. Plan and facilitate verification meetings throughout the year.

- f. Attend all monthly district lead meetings throughout the year. *If unable to attend, district lead must view recordings.*
- g. Establish district, charter, private or non-public school due dates for all assignments prior to verification meetings.
- h. Communicate with program leadership as questions and needs arise.
- i. Notify program leadership if concerns arise about a teacher candidate or mentor. This concern includes potential non-completion of the program.
- j. Communicate with mentors consistently via e-mails, phone calls, meetings, etc.
- k. Facilitate end-of-year colloquium(s) in April or May.

1. SDCOE RESPONSIBILITIES UNDER THIS AGREEMENT.

- 1. Maintain Commission-approved accreditation status with the Commission on Teacher Credentialing by establishing, maintaining, and submitting accurate records required as part of the accreditation process.
- 2. Provide "Mentor Skill-Building" training for new mentors.
- 3. Maintain and monitor the LMS for mentors and teacher candidates.
- 4. Support district leads to facilitate verification and other meetings for mentors and teacher candidates.
- 5. Recommend only those candidates who successfully complete program requirements for a clear credential.
- 6. Maintain communication with district leads through regularly scheduled district lead meetings.
- 7. Maintain communication with districts through regularly scheduled district lead advisory meetings and newsletters.
- 8. Provide compensation for a district lead position based on supporting 6 or more teacher candidates based on a sliding scale.

1. COMPENSATION. The total Contract cost shall be invoiced to responsible party based on the option selected below:

- Invoice district \$1000 per teacher candidate per year; district will compensate mentors.
- Invoice district \$2500 per teacher candidate per year; SDCOE will hire district-selected Mentors as hourly limited-term employees pending completion of SDCOE's employment process and pay up to \$1500 per teacher candidate supported per year. SDCOE hiring process requires in-person submission of the USCIS Form I-9.
- Invoice teacher \$1000 per year; district will compensate mentors.
- Invoice teacher \$2500 per year; SDCOE will hire district-selected mentors as hourly limited-term employees pending completion of the employment process and pay up to

\$1500 per teacher candidate support per year. SDCOE hiring process requires in-person submission of the USCIS Form I-9.

DISTRICT agrees to pay SDCOE the amount due for services provided to DISTRICT under the terms of this Agreement within 30 days of receipt of Invoice.

Note: District/teacher will be invoiced the full amount for any drops after November 1 of the current school year.

TERM OF AGREEMENT. The Term of Contract shall begin July 1, 2022 and shall end on June 30, 2025.

**EXHIBIT B**  
**COVID-19 Vaccination & Testing Requirements**

The San Diego County Office of Education (“SDCOE”) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor for SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities. Accordingly, SDCOE has implemented a COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements effective October 15, 2021:
  - a. All employees, volunteers and/or agents of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
  - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
  - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker’s COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on SDCOE facilities for any length of time due to non-compliance with the requirements outlined above.
  - d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the SDCOE testing and vaccination policy and the requirement that a face mask must be worn at all times while at an SDCOE operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of Contractor/Vendor have been provided with a copy of this policy and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at SDCOE facilities have received proof of vaccination or have acquired proof of a negative Covid-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of This Exhibit B shall prevail.



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** APRIL 20, 2022

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**Agenda Item:**

COMMERCIAL WARRANT LISTING SHEET – for the period 3/1/22 – 3/31/22

**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):**

\$1,764,299.73

**Funding Source:**

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

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

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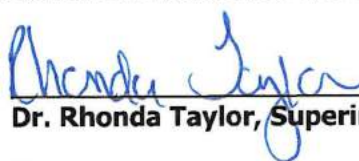
**Originating Department/School:** Business Services

**Submitted/Recommended By:**



**Lisa Davis, Assistant Superintendent**

**Approved for Submission to the Governing Board:**



**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member** \_\_\_\_\_

## BOARD WARRANT REPORT

3/01/2022 - 3/31/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14870160	ABA EDUCATION FOUNDATION	3/3/2022	V2022-051 APPLIED BEHAVIOR ANA	12,229.50
0100	14870161	ACHIEVE3000	3/3/2022	V2020-029A RIVERVIEW/WG YEAR 2	23,433.41
0100	14870162	ALBERTSONS	3/3/2022	BLANKET FOR 2021-22 FISCAL YEA	182.25
0100	14870163	ALLIANCE FOR AFRICAN ASSISTANCE	3/3/2022	V2020-038 BLANKET FOR 2021-22	675.30
0100	14870164	ALL FOUR STRINGS	3/3/2022	INSTRUMENT REPAIRS	95.02
0100	14870166	AMAZON CAPITAL SERVICES, INC.	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	586.14
0100	14870168	AT&T	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	2,481.16
0100	14870170	BEDCO	3/3/2022	TOTAL LABOR/MATERIAL	5,496.69
0100	14870171	COAST MUSIC THERAPY INC.	3/3/2022	10/14/21 - CO/MUSIC THERAPY SERVICES	1,500.00
0100	14870172	COPY CORRAL	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	237.91
0100	14870175	DEBORAH ANN COMISKEY	3/3/2022	Garden and Nutritional Science	1,500.00
0100	14870176	DATEL SYSTEMS INCORPORATED	3/3/2022	Datel Systems	4,684.20
0100	14870177	DENISE BEALS	3/3/2022	TRAVEL REIMBURSEMENT	1,636.80
0100	14870178	BANYAN TREE EDUCATIONAL SERVICES	3/3/2022	BLANKET FOR 2021-22 - TUITION	3,080.40
0100	14870179	MORSCO SUPPLY, LLC	3/3/2022	8150000 4300000 CO#2 INCREASE	1,109.68
0100	14870180	PAMELA FLEMING	3/3/2022	TRAVEL REIMBURSEMENT	1,828.70
0100	14870184	HOME DEPOT CREDIT SERVICES	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	1,397.42
0100	14870185	HOPSKIPDRIVE, INC.	3/3/2022	HOPSKIPDRIVE - STUDENT TRANSPOR	1,290.40
0100	14870187	INSTITUTE FOR EFFECTIVE EDUCATION	3/3/2022	V2022-035 - AGREEMENT	6,616.40
0100	14870189	LAKESIDE WATER DISTRICT	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	2,579.79
0100	14870190	LEADER SERVICES	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	150.41
0100	14870191	LOWE'S	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	650.04
0100	14870192	MACDOUGAL-MORRIS GROUP LLC	3/3/2022	BLANKET FOR AGREEMENT 2021-22	6,836.80
0100	14870193	JOCELYN MCCULLOUGH	3/3/2022	9/24/21 CHANGE ORDER TO INCREA	905.58
0100	14870198	ONE STONE APPAREL INC	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	770.78
0100	14870200	NEW DIRECTIONS SOLUTIONS, LLC	3/3/2022	12/17-5/9 SLP filling in for K	6,800.00
0100	14870202	RAYNE OF SAN DIEGO	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	65.00
0100	14870203	RO HEALTH, INC	3/3/2022	C/O Gregory Ansley (166 days,	3,138.35
0100	14870204	SAN DIEGO GAS & ELECTRIC	3/3/2022	2021-22 BLANKET - LUSD SITES	84,855.85
0100	14870205	STEIN EDUCATION CENTER	3/3/2022	GATTRELL/LOPEZ- AGREEMENT (BLANKET	9,454.72
0100	14870206	SHRED IT	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	398.34
0100	14870207	SMART & FINAL	3/3/2022	BLANKET FOR 2021-22 FISCAL YEA	563.39
0100	14870209	SOUTHWEST SCHOOL & OFFICE SUPPLY	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	40.33
0100	14870210	SPARKLETTS	3/3/2022	LUSD SITES BLANKET FOR 2021-22 FIS	286.39
0100	14870211	SPECIALIZED THERAPY SERVICES	3/3/2022	440/Psych ADR - V2022-034 Ther	9,413.50
0100	14870212	SPRINT SOLUTIONS, INC.	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	7,847.92
0100	14870213	THERAPY TRAVELERS, LLC.	3/3/2022	C/O Increase	12,213.00
0100	14870214	VISTA HILL FOUNDATION	3/3/2022	Use 1st 3327 MH V2022-036 NON	10,573.00
0100	14870215	WELLNESS TOGETHER INC.	3/3/2022	V2022-025 BLANKET FOR FISCAL Y	24,186.24
0100	14870216	XEROX CORPORATION	3/3/2022	LEASE/SERVICE - BLANKET FOR 2021-22 FI	357.06

**BOARD WARRANT REPORT**  
**3/01/2022 - 3/31/2022**

<b>Fund</b>	<b>Warrant ID</b>	<b>Vendor Name</b>	<b>Payment Date</b>	<b>Invoice Item Description</b>	<b>Amount Charged to Fund</b>
0100	14871505	KIRK'S RADIATOR	3/7/2022	BLANKET FOR 2021-22 0982000 5800000	2,046.75
0100	14871506	WINTER GARDENS SMOG & TUNE	3/7/2022	SMOG & REPAIRS/ MAINTENANCE BUSES	1,047.84
0100	14872670	A & S FLOORING	3/10/2022	LAKESIDE MIDDLE SCHOOL ROOM 22	9,440.00
0100	14872671	A&B SAW & LAWNMOWER SHOP	3/10/2022	BLANKET FOR FISCAL YEAR 2021-2	29.90
0100	14872672	AGRICULTURAL PEST CONTROL	3/10/2022	BLANKET FOR FISCAL YEAR 2021-2	730.00
0100	14872673	ALLIED REFRIGERATION INC	3/10/2022	CHANGE ORDER 8150000 4300000	5,659.50
0100	14872674	DATEL SYSTEMS INCORPORATED	3/10/2022	ADOBE K-12 LICENSE 500 3/13/20	2,460.00
0100	14872676	SCHOOL BUS PARTS CO.	3/10/2022	BLANKET FOR FISCAL YEAR 2021-2	82.54
0100	14872677	XEROX CORPORATION	3/10/2022	BLANKET/LEASE/SERVICE 0000 2700/1110 1C	253.13
0100	14874156	TEACH YOUR HEART OUT	3/14/2022	TEACH YOUR HEART OUT CONF/VIRTUAL	1,568.18
0100	14874157	A&B SAW & LAWNMOWER SHOP	3/14/2022	BLANKET FOR FISCAL YEAR 2021-2	110.93
0100	14874158	AMAZON CAPITAL SERVICES, INC.	3/14/2022	BLANKET/CO FOR 2021-22 FISCAL YEA	3,459.76
0100	14874163	CINTAS CORPORATION	3/14/2022	BLANKET FOR FISCAL YEAR 2021-2	482.70
0100	14874164	CLARK SECURITY PRODUCTS	3/14/2022	BLANKET FOR 2021-22 FISCAL YEA	90.75
0100	14874165	COMPETITIVE METALS, INC	3/14/2022	BLANKET FOR 2021-22 FISCAL YEA	5.82
0100	14874166	DATEL SYSTEMS INCORPORATED	3/14/2022	ON-SITE CABLING AND WIRING/TECH	1,978.75
0100	14874167	EAST COUNTY ALIGNMENT	3/14/2022	LABOR/PARTS TO REPAIR BUS #48	423.59
0100	14874169	MORSCO SUPPLY, LLC	3/14/2022	BLANKET 2021-22 8150000 4300000 CO#2 IN	997.20
0100	14874170	GRAINGER	3/14/2022	BLANKET FOR FISCAL YEAR 2021-2	437.02
0100	14874171	IMPERIAL SPRINKLER SUPPLY, INC.	3/14/2022	BLANKET FOR FISCAL YEAR 2021-2	72.17
0100	14874172	MOVIE LICENSING USA	3/14/2022	LUSD SITES - 3 YEAR MOVIE LICENSING	4,005.00
0100	14874174	O'REILLY AUTO PARTS	3/14/2022	BLANKET FOR FISCAL YEAR 2021-2	856.79
0100	14874176	AIR POLLUTION CONTROL DISTRICT	3/14/2022	ANNUAL APCD FEES	630.00
0100	14874177	SCHOOL BUS PARTS CO.	3/14/2022	BLANKET FOR FISCAL YEAR 2021-2	95.19
0100	14874178	RUSSELL SIGLER, INC.	3/14/2022	BLANKET/10/14/21 CHANGE ORDER TO INCR	465.05
0100	14874180	SYCAMORE LANDFILL	3/14/2022	BLANKET FOR 2021-22 FISCAL YEA	106.08
0100	14874181	BORDER RECAPPING, LLC	3/14/2022	BLANKET FOR FISCAL YEAR 2021-2	1,317.22
0100	14874182	ROGER TOTAH dba SIERRA SPRINGS	3/14/2022	water delivery	586.50
0100	14874183	VERIZON WIRELESS	3/14/2022	BLANKET FOR FISCAL YEAR 2021-2	2,034.69
0100	14874184	WAXIE SANITARY SUPPLY	3/14/2022	BLANKET FOR 2021-22 FISCAL YEA	8,364.09
0100	14875313	AMBROSIA TRAVEL, LLC	3/17/2022	KNOTT'S TRIP	10,909.44
0100	14875314	AMAZON CAPITAL SERVICES, INC.	3/17/2022	BLANKET FOR FISCAL YEAR 2021-2	3,593.13
0100	14875317	DATEL SYSTEMS INCORPORATED	3/17/2022	189228 SD5600T KENSINGTON DOC	754.25
0100	14875320	FESTIVALS OF MUSIC, INC.	3/17/2022	MUSIC IN THE PARKS	2,980.00
0100	14875324	SAN DIEGO COUNTY OFFICE OF ED	3/17/2022	VERIZON BROADBAND HOTSPOT SERV	3,432.00
0100	14876504	ASELTINE SCHOOL	3/21/2022	LINDER/GONZALEZ/TORRES - BLANKET FOR F	8,389.38
0100	14876510	GOLDEN RULE SIGNS LLC	3/21/2022	V2021-068 LED MESSAGE UNIT RGB	15,067.03
0100	14876511	JOHNSTONE SUPPLY	3/21/2022	BLANKET FOR FISCAL YEAR 2021-2	157.87
0100	14876512	MACDOUGAL-MORRIS GROUP LLC	3/21/2022	BLANKET FOR AGREEMENT 2021-22	6,155.42
0100	14876513	DARREN MURPHY or CPR & FIRST AID CERT.	3/21/2022	Professional Development CPR	6,805.00

**BOARD WARRANT REPORT**  
**3/01/2022 - 3/31/2022**

<b>Fund</b>	<b>Warrant ID</b>	<b>Vendor Name</b>	<b>Payment Date</b>	<b>Invoice Item Description</b>	<b>Amount Charged to Fund</b>
0100	14876514	DAVIS CONSULTING CORPORATION	3/21/2022	MANAGEMENT SUPPORT-COPIERS Jan	1,085.00
0100	14876515	SAN DIEGO GOLF CARTS, LLC	3/21/2022	GOLF CART/ S&H	10,504.25
0100	14876516	STEIN EDUCATION CENTER	3/21/2022	LOPEZ/GATTRELL - AGREEMENT (BLANKET 20	9,176.64
0100	14877405	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	3/24/2022	ATTORNEY FEES	2,126.25
0100	14877406	ABA EDUCATION FOUNDATION	3/24/2022	V2022-051 APPLIED BEHAVIOR ANA	13,972.50
0100	14877407	AG PARTS WORLDWIDE, INC.	3/24/2022	CHROMEBOOK REPAIRS BLANKET PO	369.45
0100	14877409	AMERICAN FIDELITY ADMIN. SERVICES, LLC	3/24/2022	BLANKET 2021-22 (NOV-JUNE)	2,323.45
0100	14877413	COAST MUSIC THERAPY INC.	3/24/2022	2021-22 MUSIC THERAPY SERVICES	187.50
0100	14877414	COPY CORRAL	3/24/2022	BLANKET FOR FISCAL YEAR 2021-2	253.21
0100	14877415	CPI	3/24/2022	NONVIOLENT CRISIS INTERVENTION	11,697.00
0100	14877417	DEBORAH ANN COMISKEY	3/24/2022	Garden and Nutritional Science	1,500.00
0100	14877418	DANNIS WOLIVER KELLEY	3/24/2022	CHANGE ORDER INCREASE TO ATTOR	10,190.50
0100	14877419	DEPARTMENT OF JUSTICE	3/24/2022	BLANKET FOR 2021-22 FISCAL YEA	441.00
0100	14877420	DION & SONS, INC.	3/24/2022	BLANKET/CO 8150000 MAINTENANCE	8,994.58
0100	14877422	HOPSKIPDRIVE, INC.	3/24/2022	HOPSKIPDRIVE - STUDENT TRANSPOR	2,758.07
0100	14877424	JC EDUCATIONAL SERVICES	3/24/2022	CONTRACT V2022-029 - LEADERHIP	600.00
0100	14877425	JUNIOR LIBRARY GUILD	3/24/2022	BOOKS	1,266.21
0100	14877428	LEADER SERVICES	3/24/2022	BLANKET FOR FISCAL YEAR 2021-2	715.09
0100	14877429	JOCELYN MCCULLOUGH	3/24/2022	9/24/21 CHANGE ORDER TO INCREA	905.58
0100	14877430	MCGRAW-HILL SCHOOL EDUCATION HOLDINGS	3/24/2022	CURRICULUM ISBN:0076053032 / 97800760!	5,108.65
0100	14877431	MOSYLE CORPORATION	3/24/2022	ADDITIONAL LICENSES SUBSCRIPTI	38,646.96
0100	14877432	MUSIC THEATRE INTERNATIONAL	3/24/2022	MATERIALS SINGING IN THE RAIN	856.19
0100	14877433	N2Y, INC/UNIQUE LEARNING SYS.	3/24/2022	NEWS 2 YOU - SUBSCRIPTIONS FOR	2,729.33
0100	14877434	OFFICE DEPOT, INC.	3/24/2022	BLANKET FOR FISCAL YEAR 2021-2	322.81
0100	14877436	NEW DIRECTIONS SOLUTIONS, LLC	3/24/2022	12/17-5/9 SLP filling in for K	8,840.00
0100	14877437	PEPSI-COLA	3/24/2022	BLANKET FOR FISCAL YEAR 2021-2	179.25
0100	14877438	LAKESIDE UNION SCHOOL DISTRICT	3/24/2022	LUSD REIMBURSEMENTS/ USE TAX	4,977.91
0100	14877439	RO HEALTH, INC	3/24/2022	C/O Gregory Ansley (166 days,	7,047.90
0100	14877440	THERAPY TRAVELERS, LLC.	3/24/2022	C/O Increase	6,210.00
0100	14877441	VISTA HILL FOUNDATION	3/24/2022	6546 State MH V2022-036 NON PU	10,573.00
0100	14877442	WELLNESS TOGETHER INC.	3/24/2022	V2022-025 BLANKET FOR FISCAL Y	22,913.28
0100	14878907	AMAZON CAPITAL SERVICES, INC.	3/28/2022	BLANKET FOR FISCAL YEAR 2021-2	9,687.28
0100	14878912	CDW GOVERNMENT, INC.	3/28/2022	GOOGLE CHROME EDUCATION UPGRAD	37,200.00
0100	14878913	LAKESIDE WATER DISTRICT	3/28/2022	BLANKET FOR FISCAL YEAR 2021-2	1,092.20
0100	14878914	MCGRAW-HILL SCHOOL EDUCATION HOLDINGS	3/28/2022	READING WONDERS LEVELED READER	2,305.02
0100	14878915	OFFICE DEPOT, INC.	3/28/2022	BLANKET FOR FISCAL YEAR 2021-2	245.86
0100	14878916	ORANGE COUNTY DEPT. OF EDU.	3/28/2022	Blanket Fees, 2021-22	72.36
0100	14878917	PITNEY BOWES INC.	3/28/2022	BLANKET FOR 2021-22 FISCAL YEA	3.43
0100	14878918	SAN DIEGO COUNTY OFFICE OF ED	3/28/2022	FRISK TRAINING forARNOLD/THOMPSON	278.00
0100	14878919	SOUTHWEST SCHOOL & OFFICE SUPPLY	3/28/2022	BLANKET FOR FISCAL YEAR 2021-2	177.47

**BOARD WARRANT REPORT**  
**3/01/2022 - 3/31/2022**

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14879817	A&B SAW & LAWNMOWER SHOP	3/30/2022	BLANKET FOR FISCAL YEAR 2021-2	35.47
0100	14879818	ALLIED REFRIGERATION INC	3/30/2022	BLANKET 2021-22 8150000 4300000 3.3.22 C	1,665.47
0100	14879819	CHRIS EISENBERG	3/30/2022	INVOICE - LAW OFFICE OF CHRIS	2,000.00
0100	14879820	DATEL SYSTEMS INCORPORATED	3/30/2022	CUSTOM WORKSTATION/EQUIPMENT, QUO	3,486.85
0100	14879821	DAVE BANG ASSOCIATES INC OF CA	3/30/2022	Play Structure/ Slide/ S&H	7,187.67
0100	14879822	DIALCOM SYSTEMS GROUP, INC.	3/30/2022	PARTS/ TROUBLESHOOT POSSIBLE WIRING P	904.95
0100	14879823	EL CAJON FORD	3/30/2022	INCREASE PO 7027	609.50
0100	14879824	EYE PHONE CITY	3/30/2022	BLANKET FOR 2021-22 FISCAL YEA	673.37
0100	14879825	FIRST STUDENT INC.	3/30/2022	BUS TRIP	2,219.22
0100	14879826	GRAINGER	3/30/2022	BLANKET FOR FISCAL YEAR 2021-2	629.42
0100	14879827	OFFICE DEPOT, INC.	3/30/2022	BLANKET FOR FISCAL YEAR 2021-2	67.09
0100	14879829	SAN DIEGO COUNTY OFFICE OF ED	3/30/2022	V2022-018 - PROJECT GLAD (10 T	1,880.00
0100	14879830	SAN DIEGO FENCE COMPANY	3/30/2022	0000 8100 2/28/22 CHANGE ORDER	1,109.39
0100	14879831	THE PRINT BUTTON	3/30/2022	BUSINESS CARDS-LISA DAVIS/SAM ORAHOOT	106.82
0100	14879832	WAXIE SANITARY SUPPLY	3/30/2022	BLANKET FOR 2021-22 FISCAL YEA	3,772.91
0100	14879833	MERIT J. WHITNEY	3/30/2022	INCREASE PO 7349	3,750.00
<b>0100 Total</b>				<b>GENERAL</b>	<b>628,859.84</b>
0800	14870195	CLIFFORD MULL	3/3/2022	LMS ASB REIMB.	781.12
<b>0800 Total</b>				<b>ASB</b>	<b>781.12</b>
1200	14870188	LAKESHORE LEARNING MATERIALS	3/3/2022	BLANKET FOR 2021-22 FISCAL YEA	971.50
1200	14870204	SAN DIEGO GAS & ELECTRIC	3/3/2022	2021-22 BLANKET - FUND 1200	1,238.81
1200	14870210	SPARKLETT'S	3/3/2022	PreK 9/1/-2021 CHANGE ORDER TP	45.46
1200	14874172	MOVIE LICENSING USA	3/14/2022	LUSD SITES LICENSING - 3 YEAR MOVIE	3,819.00
1200	14877420	DION & SONS, INC.	3/24/2022	BLANKET FOR 2021-22 FISCAL YEA	112.06
1200	14877438	LAKESIDE UNION SCHOOL DISTRICT	3/24/2022	LUSD REIMBURSEMENTS	108.09
<b>1200 Total</b>				<b>CHILD DEVELOPMENT</b>	<b>6,294.92</b>
1300	14870166	AMAZON CAPITAL SERVICES, INC.	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	1,094.04
1300	14870168	AT&T	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	15.37
1300	14870174	CULLIGAN	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	5.00
1300	14870181	GOLD STAR FOODS INC	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	44,821.58
1300	14870199	P&R PAPER SUPPLY COMPANY, INC.	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	5,654.73
1300	14874163	CINTAS CORPORATION	3/14/2022	BLANKET FOR FISCAL YEAR/ CO 2021-2	90.36
1300	14874183	VERIZON WIRELESS	3/14/2022	BLANKET FOR FISCAL YEAR 2021-2	49.96
1300	14875318	HOLLANDIA DAIRY	3/17/2022	BLANKET FOR FISCAL YEAR 2021-2	24,719.59
1300	14875319	KB FOODS DISTRIBUTION, INC.	3/17/2022	PRETZEL DOGS	4,931.50
1300	14875321	P&R PAPER SUPPLY COMPANY, INC.	3/17/2022	BLANKET FOR FISCAL YEAR 2021-2	6,001.28
1300	14875322	PAYTON'S TRUE VALUE HARDWARE	3/17/2022	BLANKET FOR FISCAL YEAR 2021-2	37.70
1300	14875323	PRO-EDGE KNIFE	3/17/2022	BLANKET FOR FISCAL YEAR 2021-2	30.00
1300	14875325	SAN GABRIEL RANCH	3/17/2022	ORGANIC ORANGES	1,215.00
1300	14875326	SYSCO FOODS SERVICES	3/17/2022	5310000 4700005 CO#3 2.17.21	1,731.90

**BOARD WARRANT REPORT**  
**3/01/2022 - 3/31/2022**

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
1300	14876506	DOMINO'S PIZZA	3/21/2022	BLANKET FOR FISCAL YEAR 2021-2	14,504.04
1300	14876507	GOLD STAR FOODS INC	3/21/2022	BLANKET FOR FISCAL YEAR 2021-2	53,451.60
1300	14877408	GHAZAL & SONS INC.	3/24/2022	BLANKET FOR FISCAL YEAR 2021-2	197.00
1300	14877411	CALIFORNIA DEPT OF EDUCATION	3/24/2022	BLANKET FOR FISCAL YEAR 2021-2	900.60
1300	14877416	CULLIGAN	3/24/2022	BLANKET FOR FISCAL YEAR 2021-2	54.13
1300	14877420	DION & SONS, INC.	3/24/2022	5310000 43000084 INCREASE ON 2	548.83
1300	14877423	TAKKT AMERICA HOLDING INC	3/24/2022	FOOD PAN/ S&H	285.05
1300	14877426	KB FOODS DISTRIBUTION, INC.	3/24/2022	5310000 4700000 INCREASE ON 2.	1,192.50
1300	14877427	K GRAPHICS POSTERS	3/24/2022	MENU POSTERS	689.00
1300	14877435	INDIVIDUAL FOODSERVICE	3/24/2022	BLANKET FOR FISCAL YEAR 2021-2	3,744.86
1300	14877438	LAKESIDE UNION SCHOOL DISTRICT	3/24/2022	Use Tax ck 39576	56.92
1300	14878911	CALIFORNIA DEPT OF EDUCATION	3/28/2022	BLANKET FOR FISCAL YEAR 2021-2	478.80
1300	14879828	QUALITY LIFT TRUCKS	3/30/2022	LABOR/VEHICLE MAINTENANCE	332.37
<b>1300 Total</b>				<b>CAFETERIA</b>	<b>166,833.71</b>
2139	14870165	ALPHA STUDIO DESIGN GROUP	3/3/2022	BLANKET/CHANGE ORDER TO INCREASE	22,537.50
2139	14870169	BLUE COAST CONSULTING	3/3/2022	BLANKET/CO1 - PO #6661 FOR TDS MPR DE	17,640.00
2139	14870197	NINYO & MOORE	3/3/2022	BLANKET FOR TDS/LF/LP MPR	13,191.00
2139	14872675	JOHNSTON TRACTOR, INC.	3/10/2022	BLANKET PO FOR SITE WORK ON TH	15,295.71
2139	14874161	BLUE COAST CONSULTING	3/14/2022	BLANKET/CO1 - PO #6661 FOR TDS MPR DE	15,960.00
2139	14874168	ESR CONSTRUCTION INC.	3/14/2022	BLANKET FOR INSTALLATION OF TI	220,488.58
2139	14874173	NINYO & MOORE	3/14/2022	LP/LF/TDS MULTI-PURPOSE ROOM	18,735.00
2139	14874179	SOUTHWEST CONSTRUCTION SERVICES	3/14/2022	BLANKET LF/PO FOR TIERRA DEL SOL MULTI-	446,510.70
2139	14877410	BALFOUR BEATTY CONSTRUCTION LLC	3/24/2022	BLANKET PURCHASE ORDER FOR CM	102,550.18
2139	14877421	ECONOMY RESTAURANT & SUPPLY CO	3/24/2022	DESIGN SERVICES - FIRST PAYMEN	2,500.00
<b>2139 Total</b>				<b>BOND</b>	<b>875,408.67</b>
2519	002633	PACIFIC MOBILE STRUCTURES, INC.	3/16/2022	BLANKET FOR FISCAL YEAR 2021-2	1,696.00
<b>2519 Total</b>				<b>CAPITAL FACILITIES</b>	<b>1,696.00</b>
6200	14874158	AMAZON CAPITAL SERVICES, INC.	3/14/2022	Amazon - Barona	680.93
6200	14876518	U.S. BANK CORPORATE PYMT SYS	3/21/2022	US Bank Card - BARONA	2,804.75
6200	14877438	LAKESIDE UNION SCHOOL DISTRICT	3/24/2022	Quarterly Use Tax	0.09
6200	14878910	BARONA BAND OF MISSION INDIANS	3/28/2022	LEASE/ RENTAL FEES (2 QUARTERS)	33,250.00
6200	14879834	WILKINSON HADLEY KING & CO LLP	3/30/2022	LEGAL FEES	6,950.00
<b>6200 Total</b>				<b>BARONA CHARTER</b>	<b>43,685.77</b>
6201	14870159	AARDVARK ANT & PEST CONTROL, INC	3/3/2022	PEST CONTROL SERVICES	209.00
6201	14870168	AT&T	3/3/2022	8/30/21 - CHANGE ORDER TO ADD	80.37
6201	14870173	COX COMMUNICATIONS	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	990.00
6201	14870184	HOME DEPOT CREDIT SERVICES	3/3/2022	CO1 INCREASE PO#7336 TO 5,000	466.93
6201	14870186	IMAGINE LEARNING, INC.	3/3/2022	MYPATH 6-12 UP THREE VIRTUAL W	6,000.00
6201	14870194	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	3/3/2022	MCGRAW-HILL - RVCS	1,191.87
6201	14870201	PROVANTAGE	3/3/2022	TEXAS INSTRUMENST CALCULATORS	1,220.27

**BOARD WARRANT REPORT**  
**3/01/2022 - 3/31/2022**

<b>Fund</b>	<b>Warrant ID</b>	<b>Vendor Name</b>	<b>Payment Date</b>	<b>Invoice Item Description</b>	<b>Amount Charged to Fund</b>
6201	14870204	SAN DIEGO GAS & ELECTRIC	3/3/2022	10/4/21 CHANGE ORDER TO ADD RI	2,556.79
6201	14870208	SCHOOLMINT INC.	3/3/2022	SUBSCRIPTIONS 12 MONTH	5,500.12
6201	14870210	SPARKLETTS	3/3/2022	OPEN PURCHASE FOR THE SY 2021-	296.21
6201	14870217	YOUNG, MINNEY & CORR LLP	3/3/2022	BLANKET FOR FISCAL YEAR 2021-2	1,259.50
6201	14871504	B&H FOTO & ELECTRONICS CORP	3/7/2022	OPEN PURCHASE ORDER FOR THE SY	3,475.44
6201	14874162	CHARTER SCHOOLS DEVELOP. CTR.	3/14/2022	CSDS MEMBERSHIP 1 YEAR	708.00
6201	14874184	WAXIE SANITARY SUPPLY	3/14/2022	BLANKET FOR SCHOOL YEAR 2021-2	49.24
6201	14876505	CALIFORNIA COAST CREDIT UNION	3/21/2022		1,160.37
6201	14876517	SCHOOLMINT INC.	3/21/2022	CUSTOM INTERACTIONS TO DETERMI	3,500.00
6201	14876519	WIRED COMPUTER SOLUTIONS	3/21/2022	CUSTOM CONFIGURATION ( AUDIO)	2,462.05
6201	14877404	AARDVARK ANT & PEST CONTROL, INC	3/24/2022	EVERY OTHER MONTH 1/10/2022	209.00
6201	14877412	CDW GOVERNMENT, INC.	3/24/2022	BLANKET FOR FISCAL YEAR 2021-2	4,362.55
6201	14877438	LAKESIDE UNION SCHOOL DISTRICT	3/24/2022	Dalean Holloway Ck 39585/ USE TAX	388.66
6201	14878905	SAVVAS LEARNING COMPANY LLC	3/28/2022	MATHXL FOR SCHOOLS STUDENTS	3,555.75
6201	14878906	THE MARIDEN CORP	3/28/2022	SWISS INSERTSD	875.47
6201	14878913	LAKESIDE WATER DISTRICT	3/28/2022	9/1/2021 CHANGE ORDER TO INCRE	33.91
6201	14879832	WAXIE SANITARY SUPPLY	3/30/2022	BLANKET FOR SCHOOL YEAR 2021-2	188.20
<b>6201 Total</b>				<b>RIVER VALLEY CHARTER</b>	<b>40,739.70</b>
				<b>GRAND TOTAL</b>	<b>1,764,299.73</b>

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** APRIL 20, 2022

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**Agenda Item:**

REVOLVING CASH FUND 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):**

\$32,678.19

**Funding Source:**

GENERAL FUND, DONATION ACCOUNTS, ETC.

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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


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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

\_\_\_\_\_  
Lisa Davis, Assistant Superintendent

  
\_\_\_\_\_  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member** \_\_\_\_\_



**Lakeside Union School District**  
**Revolving Cash Fund Register**  
 March 1- March 31 2022  
 RCF 2122 - 019

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Memo/Description</b>	<b>Amount</b>
3/4/2022	39605	Samantha Stevens	Jan 2022 (6 days) minus overpayment \$194.61	899.96
3/7/2022	39606	Marlena Brown	Account Closed	117.99
3/2/2022	39607	Brandon Aguilar	Reimbursement	29.66
3/2/2022	39608	Richard Benzing	Reimbursement	66.59
3/2/2022	39609	Gina Henke	Reimbursement	27.85
3/2/2022	39610	Melissa Campbell	Child Nutrition - Meal Refund	11.24
3/2/2022	39611	Carlos Romero	Child Nutrition - Meal Refund	23.00
3/2/2022	39612	Patricia Smith	Reimbursement	30.20
3/2/2022	39613	Kristie Summers	Reimbursement	12.87
3/2/2022	39614	Christina Thompson	Child Nutrition - Meal Refund	36.00
3/2/2022	39615	Kim Messina	Reimbursement	561.58
3/2/2022	39616	Audrey Lent	Reimbursement	110.21
3/2/2022	39617	Kiel Massong	Bus Pass Reimbursement	99.00
3/2/2022	39618	Felicia Scott	Reimbursement	25.07
3/2/2022	39619	Gabrielle Bojorquez	Reimbursement	141.00
3/8/2022	39620	Janine Morales	Jan P/R lost in the mail.	79.51
3/14/2022	39621	Mackenzie Bunch	Overage Warrant	59.51
3/16/2022	39622	Raghad Malallah	Refund for lunch account	14.00
03/16/2022	39623	Heather Watson	Costco - storage containers	23.68
03/16/2022	39624	Catherine Calvert	Photos For Class Projects.	6.98
03/16/2022	39625	Jennifer Speedie	Armstrong Nursery - Plants for school garden	47.03
03/16/2022	39626	Sharon Sullinger	Instructional Supplies	41.44
03/16/2022	39627	Sharon Sullinger	Instructional Supplies/ NGSS Science	22.65
03/16/2022	39628	Lindsay Vildibill	Bertrand's Music/Clarinet Reeds	96.17
03/16/2022	39629	Ron Renzulli	U-Haul for TDS/LMS 6th Grade Camp Luggage 2/28/22 & 3/4/22.	642.28
3/16/2022	39630	Audrey Lent	LMS - Pancake Breakfast supplies	82.90
03/16/2022	39631	Audrey Lent	LMS - Pancake Breakfast supplies	45.39
03/16/2022	39632	Audrey Lent	Business Cards - Class activity	30.36
03/16/2022	39633	Audrey Lent	UPS - Color Printing	10.11
03/16/2022	39634	Kim Messina	Performance Supplies - jackets, masks, costumes	1,163.49
03/16/2022	39635	Steve Mull	FFA Dues/ Shirts/ Contest	955.00
3/14/2022	39636	Susana Nunez	Replacement ck for talent show 5/28/21	60.00
3/30/2022	39637	LUSD	Transfer to county/ original county ck deposited by mistake	13,348.75
3/30/2022	39638	Mission Federal	P Card Transactions	13,756.72

**32,678.19**

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

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**Agenda Item:**

Ratification of Purchase Orders and Change Orders Listing (March 1, 2022 to March 31, 2022)

**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 March 1, 2022 through March 31, 2022 is attached.

**Fiscal Impact (Cost):**

\$1,447,822.56

**Funding Source:**

General Fund Total: \$855,687.87, CARE Fund Total: \$3,819.00, Child Nutrition Fund Total: \$20,093.38  
Bond Fund Total: \$568,222.31

**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: <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> Adoption      |   |

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**



**Lisa Davis, Assistant Superintendent**

**Approved for Submission to the Governing Board:**



**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member** \_\_\_\_\_

MARCH 2022 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
0000007709	NCS PEARSON, INC	16510288, 166337372 & 1747741	0100	Special Education	173.52
0000007710	SCHOLASTIC CLASSROOM MAGAZINES	CLASSROOM MAGAZINES	0100	Winter Gardens	2,129.74
0000007711	DATEL SYSTEMS INCORPORATED	MICROPHONES	0100	Riverview	2,132.10
0000007713	MOVIE LICENSING USA	3 YR MOVIE LICENSING - ALL ESS	0100	ESS/ASES/PreSchool	4,005.00
0000007715	FIRST STUDENT INC.	SC BUS TRIP	0100	Lakeside Middle School	2,219.22
0000007717	PRO-ED	TESTING	0100	Special Education	221.65
0000007719	TARGET RIVER BE, INC.	2021-2022 TARGET MARKETING	0100	Superintendent	34,980.00
0000007721	THE PRINT BUTTON	BUSINESS CARDS-LISA & SAMANTHA	0100	Business Services	105.46
0000007722	DALE SCOTT & COMPANY, INC.	CONTINUING DISCLOSURE CAL MUNI	0100	Business Services	5,400.00
0000007723	AMERICAN BUILDERS & CONTRACTORS SUPPLY	ROOF REPAIR MATERIAL	0100	Maintenance & Operations	1,417.92
0000007724	SCHOOL SERVICES OF CA, INC	BUDGET DVLPMT WEBINAR	0100	Business Services	275.00
0000007725	CPI	NONVIOLENT CRISIS INTERVENTION	0100	Special Education	11,697.00
0000007727	DATEL SYSTEMS INCORPORATED	ONSHORE EQUIPMENT UPGRADE	0100	Technology	750.00
0000007728	SCHOOL SERVICES OF CA, INC	INDEPNDT STUDY WEBINAR BEVERLY	0100	Business Services	195.00
0000007732	KNOTT'S BERRY FARM	PERFORMANCE IN THE PARK	0100	Tierra Del Sol	4,385.42
0000007733	360 DEGREE CUSTOMER, INC	LC SDC CONTRACTED TEACHER	0100	Special Education	68,000.00
0000007738	DATEL SYSTEMS INCORPORATED	CORE VIRTUAL PROJECT	0100	Technology	194,274.81
0000007739	SOLIANT HEALTH LLC	PSYCH AGENCY STAFFING	0100	Psychology Services	57,072.00
0000007739	SOLIANT HEALTH LLC	PSYCH AGENCY STAFFING	0100	Special Education	20,196.00
0000007740	DATEL SYSTEMS INCORPORATED	DATEL MIXER	0100	Riverview	342.49
0000007741	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	ATTORNEY FEES	0100	Superintendent	5,000.00
0000007742	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	STAPLES SH-12	0100	Tierra Del Sol	102.00
0000007743	NCS PEARSON, INC	SPANISH RESPONSE BOOKLETS	0100	Psychology Services	612.27
0000007744	S&S WORLDWIDE	BEADED JUMP ROPES & BALLS	0100	Lakeview	210.20
0000007745	DIESEL PRINT CO	BANNER FOR TOUCH A TRUCK	0100	Transportation	320.00
0000007747	FESTIVALS OF MUSIC, INC.	SC COMPETITION	0100	Lakeside Middle School	1,109.00
0000007749	ARMANDO FLORES	TDS KNOTT'S BERRY FARM	0100	Tierra Del Sol	3,013.20
0000007752	AMAZON CAPITAL SERVICES, INC.	21-22 4th Grade Ukele's	0100	Riverview	2,374.24
0000007753	DIALCOM SYSTEMS GROUP, INC.	LEAPP, DO, & RV	0100	Maintenance & Operations	896.50
0000007754	DIALCOM SYSTEMS GROUP, INC.	REPAIRS DO & RV	0100	Maintenance & Operations	1,925.00
0000007755	PACKAGE PRODUCTS & SERVICES	OPRA ANNUAL SUBSCRIPTION	0100	Maintenance & Operations	1,900.98
0000007756	JUNIOR ACHIEVEMENT OF S.D.	BIZ TOWN STUDENT FEES	0100	Lakeside Farms	2,298.31
0000007760	CENTER FOR RESPONSIVE SCHOOLS, INC.	RESPONSIVE CLASSROOM 6/21-6/24	0100	Lemon Crest	3,466.00
0000007762	AMAZON CAPITAL SERVICES, INC.	BOOKCASE	0100	Lakeside Farms	649.95
0000007763	ASSETWORKS RISK MANAGEMENT INC.	WHITE LABELS ROLL OF 1000	0100	Business Services	160.00
0000007764	DATEL SYSTEMS INCORPORATED	OFFICE STANDARD LICENSE 2021	0100	Business Services	532.00
0000007765	CDW GOVERNMENT, INC.	THUNDERBOLT DOCKING STATIONS	0100	Business Services	577.54
0000007766	PALOS SPORTS	ABDOMINAL CRUNCH STRIPS	0100	Education Services	1,557.88
0000007767	ROBERT RIINGEN	8th GRADE PROMOTION PORTRAITS	0100	Tierra Del Sol	808.12

MARCH 2022 CHANGE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
7006	ALLIED REFRIGERATION INC	2021-22 BLANKET - MAINT	0100	Maintenance & Operations	10,001.00
7007	AMAZON CAPITAL SERVICES, INC.	2021-22 BLANKET - MAINT/TRANS	0100	Maintenance & Operations	2,402.00
7027	EL CAJON FORD	2021-22 BLANKET - MAINT/TRANS	0100	Maintenance & Operations	3,719.44
7107	OFFICE DEPOT, INC.	2021-22 - BLANKET - BUS SVCS	0100	Business Services	4,002.00
7108	AMAZON CAPITAL SERVICES, INC.	2021-22 BLANKET - BUS SVCS	0100	Business Services	-999.00
7126	AMAZON CAPITAL SERVICES, INC.	2021-22 BLANKET - SPED	0100	Health Services	601.00
7139	DANNIS WOLIVER KELLEY	V2022-006 2021-22 BLANKET	0100	Superintendent	120,001.00
7158	VERIZON WIRELESS	2021-22 BLANKET - DISTRICT	0100	Business Services	274.38
7165	AMAZON CAPITAL SERVICES, INC.	2021-22 BLANKET - LV	0100	Lakeview	4,001.02
7168	SOUTHWEST SCHOOL & OFFICE SUPPLY	2021-22 BLANKET - LP	0100	Lindo Park	5,001.00
7214	ASELTINE SCHOOL	V2022-027 21-22 BLANKET - SPED	0100	Special Education	37,187.00
7270	AMAZON CAPITAL SERVICES, INC.	2021-22 BLANKET - RV	0100	Riverview	8,876.00
7349	MERIT J. WHITNEY	I2022-008 BLANKET - TRANS	0100	Transportation	14,001.00
7580	SUPER DUPER PUBLICATIONS	PROTOCOLS	0100	Special Education	1,200.90
7671	WINTER GARDENS SMOG & TUNE	SMOG MAINT VEHICLES & REPAIRS	0100	Maintenance & Operations	5,118.68
7738	DATEL SYSTEMS INCORPORATED	CORE VIRTUAL PROJECT	0100	Technology	194,274.81
					<u>\$ 409,662.23</u>
6986	AMAZON CAPITAL SERVICES, INC.	2021-22 BLANKET - FS	1300	Child Nutrition	11,203.00
					<u>\$ 11,203.00</u>
6668	BALFOUR BEATTY CONSTRUCTION LLC	Bond	2139	Business Services	530,078.00
					<u>\$ 530,078.00</u>
<b>TOTAL CHANGE ORDERS</b>					<b>\$ 950,943.23</b>
<b>TOTAL (01) GENERAL FUND CO's</b>					<b>409,662.23</b>
<b>TOTAL (12) GENERAL FUND CO's</b>					<b>0.00</b>
<b>TOTAL (13) GENERAL FUND CO's</b>					<b>11,203.00</b>
<b>TOTAL (21) GENERAL FUND CO's</b>					<b>530,078.00</b>

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

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**Agenda Item:**

Ratification of P Card expenditure transactions for the month of February 2022.

**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 a 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, February 1, 2022 to February 28, 2022.

**Fiscal Impact (Cost):**

\$16,771.03

**Funding Source:**

General Fund Total: \$12,743.99 Child Development Fund Total: \$2,701.67, Child Nutrition Fund Total: \$1,325.37

**Addresses Emphasis Goal(s):**

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

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

---

**Originating Department/School:** Business Services

**Submitted/Recommended By:**

  
\_\_\_\_\_  
Lisa Davis, Assistant Superintendent

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member** \_\_\_\_\_

**FEBRUARY 2022 MISSION FEDERAL P-CARD LEDGER**

ACCT NAME	POST DATE	AMT	MERCHANT NAME	FUND	RESOURCE	GOAL	FUNC	OBJECT	SITE	UNIT	FIN.EXPENSE DESCRIPTION
BEISIGL,BRIAN	02/21/2022	\$ 43.07	THE HOME DEPOT #0673	0100	0000000	0000	7200	4300000	189	730	TOOLS FOR PROJECT AT LINDO PARK
BEISIGL,BRIAN	02/20/2022	\$ 89.30	THE HOME DEPOT #0673	0100	0000000	0000	7200	4300000	189	730	TOOLS FOR PROJECT AT LINDO PARK
BEISIGL,BRIAN	02/17/2022	\$ 39.00	PAYPAL *ADDONS	0100	0000000	0000	7200	4300000	189	730	REFUND FOR DOUBLE CHARGE
BEISIGL,BRIAN	02/03/2022	\$ 149.44	AMAZON WEB SERVICES	0100	0000000	0000	7700	5800092	189	730	CLOUD HOSTING SERVICE
BOWMAN,ROBYN	02/23/2022	\$ 165.47	OTC BRANDS INC	1200	6105000	0001	1000	4300000	376	205	SPRING BREAK ART PROJECTS
BOWMAN,ROBYN	02/23/2022	\$ 10.76	ROSS STORES #252	1200	6105000	0001	1000	4300000	376	205	MISC PROGRAM DECORATIONS
BOWMAN,ROBYN	02/23/2022	\$ 21.52	ROSS STORES #252	1200	6105000	0001	1000	4300000	376	205	MISC PROGRAM DECORATIONS
BOWMAN,ROBYN	02/17/2022	\$ 550.33	SAMSLUB #6235	1200	6105000	0001	1000	4300000	376	205	MISC PROGRAM SUPPLIES INCLUDING BUT NOT LIMITED TO:SNACKS, CLEANING SUPPLIES, OFFICE SUPPLIES, PAPER GOODS, ETC
BOWMAN,ROBYN	02/17/2022	\$ 47.53	SMART AND FINAL 929	1200	6105000	0001	1000	4300000	376	205	MISC SNACK SUPPLIES AND PAPER GOODS
BOWMAN,ROBYN	02/13/2022	\$ 5.00	CORODATA SHREDDING INC	1200	6105000	0001	1000	5800000	376	205	SHREDDING
BOWMAN,ROBYN	02/11/2022	\$ 176.13	GOPHER SPORT	1200	6105000	0001	1000	4300000	376	205	SPORTS EQUIPMENT (THYTHM HOOPS, WIRLWINDS, RIDE ON TOY)
BOWMAN,ROBYN	02/09/2022	\$ 212.04	CDE PRESS	1200	6105000	0001	1000	4300000	376	205	PRESCHOOL CURRICULUM
BOWMAN,ROBYN	02/03/2022	\$ 119.64	HOBBY-LOBBY #658	1200	6105000	0001	1000	4300000	376	205	MISC DECORATION AND ART SUPPLIES
COX,GRACE	02/24/2022	\$ 119.00	JASPER.AI (EX. JARVIS)	0100	0952100	1110	1000	5800092	384	190	MONTHLY SUBSCRIPTION CHARGE FOR A ONLINE WRITING TOOL
COX,GRACE	02/08/2022	\$ 300.62	HAWTHORNE EDUCATIONAL	0100	0952100	0000	2700	4300000	384	190	BEHAVIOR INTERVENTION MANUAL AUTISTIC DISORDER INTERVENTION MANUAL ATTENTION DEFICIT DISORDER INTERVENTION MANUAL LEARNING INTERVENTION MANUAL
COX,GRACE	02/08/2022	\$ 575.00	BRAINPOP.COM	0100	0300675	1110	1000	5800092	384	190	K-5 LEARING TOOL ONLINE 21/22 SUBSCRIPTION
DAVIS,LISA	02/24/2022	\$ 350.00	SCHOOL SERVICES OF CAL	0100	0000000	0000	7200	5800000	189	670	SEATS PROJECTION ONLINE PROGRAM
DAVIS,LISA	02/13/2022	\$ 182.96	SOUTHWEST AIRLINES	0100	0000000	0000	7200	5200010	189	670	FLIGHT FOR K.WUTZKE CASBO ANNUAL CONFERENCE
DAVIS,LISA	02/11/2022	\$ 44.84	GREEK STYLE CHICKEN -	0100	0000000	0000	7200	4300000	189	670	MEAL DURING NEGOTIATIONS
DAVIS,LISA	02/11/2022	\$ 910.00	CALIFORNIA ASC OF SCHO	0100	0000000	0000	7200	5200010	189	670	REGISTRATION K.WUTZKE CASBO ANNUAL CONFERENCE
DAVIS,LISA	02/10/2022	\$ 182.96	SOUTHWEST AIRLINES	0100	0000000	0000	7200	5200010	189	670	FLIGHT FOR S.ORAHOOD CASBO ANNUAL CONFERENCE
DAVIS,LISA	02/08/2022	\$ 250.00	SCHOOL SERVICES OF CAL	0100	0000000	0000	7200	5200010	189	670	MAY REVISION WORKSHOP
DEROSIER,LISA A	02/11/2022	\$ 104.20	GREEK STYLE CHICKEN -	0100	0000000	0000	7100	4300000	189	610	LUNCH FOR THE BOARD RETREAT, 2/10
DEROSIER,LISA A	02/11/2022	\$ 8.46	GREEK STYLE CHICKEN -	0100	0000000	0000	7100	4300000	189	610	LUNCH FOR THE FACILITATOR OF THE BOARD RETREAT, 2/10
HARDIMAN,LESLIE	02/25/2022	\$ 64.65	COPY CORRAL	0100	1100000	1110	1000	5800000	047	270	BLACK HISTORY MONTH POSTERS MADE BY STUDENTS
HARDIMAN,LESLIE	02/23/2022	\$ 964.36	PROJECT LEAD THE WAY,	0100	3010000	1110	1000	4300000	047	270	MEDICAL DETECTIVES SUPPLIES
HARDIMAN,LESLIE	02/17/2022	\$ 250.00	ROBOTICS EDUCATION & C	0100	0300208	1110	1000	4300000	047	270	VRC STATE CHAMPIONSHIP
HARDIMAN,LESLIE	02/17/2022	\$ 270.45	DIESEL PRINT CO., LLC	0100	0300208	1110	1000	4300000	047	270	ROBOTICS SHIRTS
HARDIMAN,LESLIE	02/07/2022	\$ 48.48	TARGET.COM *	0100	1100000	1110	1000	4300000	047	270	MISC SUPPLIES
KEIPER,KEITH	02/02/2022	\$ 8.76	USPS PO 0541460040	0100	0000002	1110	1000	5900010	092	230	COPY OF AN IEP SENT CERTIFIED RETURN RECEIPT MAIL VIA POST OFFICE FOR A SPED STUDENT.
MULL,STEVE	02/28/2022	\$ 22.70	TARGET 00014852	0100	1100000	1110	1000	4300000	350	250	NAME TAGS / PENS - SIXTH GRADE CAMP
MULL,STEVE	02/28/2022	\$ 2,419.47	CHARTERUP	0100	0300672	1110	1000	5800085	350	250	CHARTER BUS - CHORUS COMPETITION BURBANK
MULL,STEVE	02/24/2022	\$ 221.52	PAYPAL *GLADSBUY	0100	0300642	1110	1000	4300000	350	250	DRAMA - DROP
MULL,STEVE	02/17/2022	\$ 136.00	IN *PHOENIX DESIGN CON	0100	0300672	1110	1000	4300000	350	250	MASKS
MULL,STEVE	02/17/2022	\$ 1,985.50	CELEBRITY DANCE	0100	0300672	1110	1000	5800076	350	250	DANCE COMPETITION
MULL,STEVE	02/13/2022	\$ 228.96	PAYPAL *GLADSBUY	0100	0300642	1110	1000	4300000	350	250	DRAMA - DROP
MULL,STEVE	02/08/2022	\$ 82.22	FREDRICK	0100	1100000	1110	1000	4300000	350	250	VISITOR BADGES
MULL,STEVE	02/04/2022	\$ 365.54	WEISSMAN'S THEATRICAL	0100	0300642	1110	1000	4300000	350	250	DRAMA COSTUMES
MURPHY,JERRED C	02/25/2022	\$ 1,393.25	DAVE & BUSTER'S, INC.	1200	9010200	8500	5000	5800076	781	205	DEPOSIT FOR SPRING BREAK FIELDTRIP
OWENS,TODD	02/27/2022	\$ 171.86	TURF STAR INC	0100	8150000	0000	8100	4300000	189	710	PARTS TO REPAIR THE MOWER
OWENS,TODD	02/27/2022	\$ 247.21	SMARTSIGN	0100	8150000	0000	8100	4300000	189	710	SITE/FIELD REGULATION SIGNS
ROSA,JIM	02/27/2022	\$ 635.00	IN *RUG RATS INC.	0100	0952100	1110	1000	4300000	343	110	ENTRYWAY RUGS FOR NEW OFFICE
ROSA,JIM	02/25/2022	\$ 201.50	DURALIFE	0100	0300645	1110	1000	4300000	343	110	SPLIT - (50%)
ROSA,JIM	02/25/2022	\$ 201.50	DURALIFE	0100	0300603	1110	1000	4300000	343	110	SPLIT - (50%)

**FEBRUARY 2022 MISSION FEDERAL P-CARD LEDGER**

SINATRA,CHRISTINE	02/25/2022	\$ 589.90	AWL*PEARSON EDUCATION	0100	6510000	5710	1110	4300000	189	640	PREK PROTOCOLS
SINATRA,CHRISTINE	02/18/2022	\$ 186.46	TOBII DYNAVOX SYSTEMS	0100	6500000	5760	1110	5300000	189	640	BOARDMAKER EXPANSION - SUBSCRIPTION
THOMAS,AMANDA	02/27/2022	\$ 138.87	THE WEBSTAIRANT STORE	1300	5310000	0000	3700	4300000	189	770	SCALE FOR COOKING AREA
THOMAS,AMANDA	02/16/2022	\$ 559.00	NATIONAL CACFP SPONSOR	1300	5310000	0000	3700	5200010	189	770	CACFP CONFERENCE REGISTRATION
THOMAS,AMANDA	02/11/2022	\$ 363.50	THE WEBSTAIRANT STORE	1300	5310000	0000	3700	4300000	189	770	CAMWEAR FOR SALAD BARS
THOMAS,AMANDA	02/10/2022	\$ 144.75	THE WEBSTAIRANT STORE	1300	5310000	0000	3700	4300000	189	770	MILK CRATE DOLLY WINTERGARDENS CAFETERIA
THOMAS,AMANDA	02/08/2022	\$ 119.25	REMOTEPG 818-275-5909	1300	5310000	0000	3700	5800000	189	770	REMOTE INTO CAFETERIA COMPUTERS.
WINSPEAR,NATALIE	02/06/2022	\$ 93.10	LEGAL BOOKS DISTRIBUTI	0100	0980000	1110	1000	4300000	189	620	CALIFORNIA LAWS RELATING TO MINORS 2022 "THE RED BOOK"

\$ 16,771.03





LAKESIDE UNION SCHOOL DISTRICT

RESOLUTION # 2022-17

RESOLUTION TO DESIGNATE AUTHORIZED REPRESENTATIVE  
TO  
SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM  
FOR FRINGE BENEFITS PROGRAMS

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, school districts in the State of California have determined there is a continuing need for insured and self-insurance plans for fringe benefits and desire to combine their respective efforts to establish and maintain Fringe Benefit Programs as authorized by law; and

**WHEREAS**, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

**WHEREAS**, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish a plan for health, vision, mental wellness, physical wellness, dental, IRC Section 125, life, long term care, prepaid legal, long term disability, deferred compensation, voluntary benefits, or any other fringe benefits plan as authorized by law;

**WHEREAS**, the Lakeside Union School District is a member of and has executed an Articles of Agreement to the San Diego County Schools Fringe Benefits Consortium requires that the Board of member districts designate and appoint an FBC representative.



**LAKESIDE UNION SCHOOL DISTRICT**

**RESOLUTION # 2022-18**

**RESOLUTION TO DESIGNATE AUTHORIZED REPRESENTATIVE  
TO  
SAN DIEGO COUNTY SCHOOLS RISK MANAGEMENT JOINT POWERS AUTHORITY  
FOR  
WORKERS' COMPENSATION, PROPERTY & LIABILITY  
OR ANY OTHER RISK OR PLAN AUTHORIZED BY LAW**

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, school districts in the State of California have determined there is a continuing need for insured and self-insurance plans for workers' compensation, property and liability, miscellaneous property or any other risk or plan authorized by law; and

**WHEREAS**, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

**WHEREAS**, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish insured and self-insurance plans for workers' compensation, property and liability, miscellaneous property or any other risk or plan authorized by law;

**WHEREAS**, the Lakeside Union School District is a member of and has executed an Articles of Agreement to the San Diego County Schools Risk Management Joint Powers Authority (JPA) and the JPA Agreement requires that the Board of member districts designate and appoint a JPA representative.

**NOW THEREFORE BE IT RESOLVED** that **Lisa Davis, Assistant Superintendent** is designated as the authorized representative of the Board of Trustees of **Lakeside Union School District**, and **Samantha Orahood, Director of Finance** as alternate representative, and is hereby authorized and directed to perform all items pertaining to the interest of the Board of Trustees as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Joint Powers Authority Agreement.

PASSED AND ADOPTED by the Governing Board of the **Lakeside Union School District** at **Lakeside, California**, on the **20<sup>th</sup>** Day of **April, 2022**, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SAN DIEGO )

I, \_\_\_\_\_, Secretary of the Governing Board of the

Lakeside Union School District of Lakeside, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said board at the regular meeting hereof at the time and place of vote stated, which resolution is on file and of record in the office of said board.

\_\_\_\_\_  
Secretary

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

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**Agenda Item:**

Approval of the Memorandum of Understanding between the District and California School Employees Association (CSEA) and its Chapter 240 for the addition of position, "Office Clerk".

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

Approval is requested of the Memorandum of Understanding between the District and CSEA and its Lakeside Chapter 240 for the addition of the position "Office Clerk" into the bargaining unit at a Salary Range 16, 10 months.

**Fiscal Impact (Cost):**

To Be Determined, Based on Need

**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: <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> Adoption            |   |

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**



**Lisa Davis, Assistant Superintendent**

**Approved for Submission to the Governing Board:**




**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member** \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LAKESIDE UNION SCHOOL ("DISTRICT")  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ("CSEA")  
AND ITS CHAPTER 240**

The above parties have met and hereby agreed to the following job description:

- Office Clerk      Salary Range 16      10 Months



For CSEA



For the District



For CSEA

For the District

Dated: 2/22/22

Dated: 2/22/22



## Job Description

Title: Office Clerk	FLSA Status: N/A	Created: 02/16/2022
Supervisor: As Assigned	Work Year: 10-Months	Range: 16
Department: As Assigned	Bargaining Unit: CSEA	Approved:

### **JOB SUMMARY:**

Under immediate supervision, perform a variety of general clerical duties of entry level difficulty to include typing, record keeping, record checking, filing, receptionist responsibilities in a an office, and perform other duties directly related to this job description.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Perform a variety of entry-level clerical duties in an office; type, file, process mail, answer telephones, place orders, process applications, and maintain records as assigned. Alphabetizes files and refiles papers, cards, records and reports. Answers inquiries regarding routine departmental procedures and routes telephone calls. Duplicates materials as required and addresses, processes, stamps envelopes for outgoing mail. Makes arithmetical calculations.

### **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:**

Ability to see and read, with or without vision aids; ability to hear and understand speech at normal levels; ability to communicate so others will clearly understand normal conversation. Knowledge of correct English usage, grammar, spelling, punctuation and vocabulary. Ability to operate a variety of office machines and equipment including typewriter, copier, word processor and computer terminal and printer as required. Ability to operate a spiral binding machine, punch press, cutting and folding machines as assigned. Ability to establish and maintain effective working relationships with others.

### **LICENSES, CERTIFICATION AND OTHER REQUIREMENTS:**

High school diploma or equivalent.

### **WORKING CONDITIONS:**

Manual dexterity and physical condition necessary to maintain a rigorous work schedule. Dexterity of hands and fingers to operate standard office equipment including a typewriter or computer terminal to type letters, reports and other materials; bending, reaching to maintain files; hearing to answer telephones; speaking to exchange information, and sitting and operating a keyboard to enter data into a computer terminal for extended periods of time. Light to moderate stress level.

**Work Environment:**

Indoor office environment.

Temperature - normal climate.

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.



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

---

**Agenda Item:**

MOU between the District and the CSEA and its Chapter 240 regarding Classified School Employee Summer Assistance Program (CSESAP).

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

Approval is requested of an MOU between the District and the CSEA and its Chapter 240 regarding the Classified Employee Summer Assistance Program (CSESAP). The CSESAP program shall be effective for the 2022-23 school year only. Qualified classified employees can elect to contribute up to 10% of their annual pay, and the state of California will match up to dollar for dollar to be paid to employees during the summer of 2023. The district will incur costs related to administration of the program and statutory benefit costs of the state match.

**Fiscal Impact (Cost):**

See Collective Bargaining Disclosure

**Funding Source:**

N/A

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

  
\_\_\_\_\_  
**Lisa Davis, Assistant Superintendent**

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member** \_\_\_\_\_

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

March 2022

This Memorandum of Understanding (“MOU”) is entered into between the LAKESIDE UNION SCHOOL DISTRICT (“DISTRICT”) and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its LAKESIDE CHAPTER 240 (“CSEA”). The DISTRICT and the CSEA agree that this MOU fully settles, resolves and concludes all negotiations regarding the Classified School Employee Summer Assistance Program.

For the 2022-2023 school year, the District shall participate in the Classified School Employee Summer Assistance Program set forth in Education Code section 45500.

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

The District’s participation in the Classified School Employee Summer Assistance Program automatically sunsets (is no longer in effect) June 30, 2023.



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David Meyer, President and Authorized Representative  
For CSEA, Chapter 240

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



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Joan Collins  
CSEA Labor Relations Representative



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Lisa Davis, Assistant Superintendent, Business Services  
For the Lakeside Union School District

Date Ratified by the Lakeside Union School District Board of Trustees: \_\_\_\_\_

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

---

**Agenda Item:**

Acceptance is requested of the Side Letter of Agreement with California School Employees Association (CSEA) and its Lakeside Chapter #240 for layoff as described in Resolution #2022-14.

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

On February 16, the District and CSEA and its Lakeside Chapter 240 signed a Side Letter of Agreement for the layoff of:

School Clerk 1                      0.5 FTE  
Instructional Assistant              3.6 FTE

As previously agreed upon in Resolution #2022-14 that was approved at the March 10, 2022 Board Meeting.

This Side Letter explains the provisions of the layoff in Resolution #2022-14, as agreed by both parties.

**Fiscal Impact (Cost):**

None

**Funding Source:**

N/A

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

---

**Originating Department/School:** Business Services

**Submitted/Recommended By:**

  
\_\_\_\_\_  
Lisa Davis, Assistant Superintendent

**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  
BOARD OF TRUSTEES  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)  
and its  
LAKESIDE CHAPTER #240

Regarding the Parties' Discussions  
Pursuant to Article 28.13 of the 2019-2022 Bargaining Agreement  
February 16, 2022

WHEREAS, on March 1, 2022, the Governing Board of the Lakeside Union School District will consider approval of Resolution 2022-14, to eliminate or reduce the following positions:

School Clerk I	0.5 Full Time Equivalent	Discontinued
Instructional Assistant	3.6 Full Time Equivalents	Discontinued
	<i>(Six (6) 0.6 FTE Instructional Assistants)</i>	

WHEREAS, the Lakeside Union School District and the California School Employees Association and its Lakeside Chapter #240 agree to the following regarding the positions referenced above:

1. **Substitute Service:** Employees affected shall have the absolute right and preference over all others to work as substitutes in any substitute position for which they meet the minimum qualifications. Employees whose hours have been reduced as a result of this layoff may be placed on the substitute list for positions for which they are qualified. Employees whose hours have been reduced as a result of this layoff who substitute in the same classification in which they are currently employed, then the employee shall be paid their regular rate of pay, and if they substitute in other classifications, they shall be paid the applicable substitute rate; and
2. **Retention of Rights:** Employees subject to layoff shall retain all rights and benefits guaranteed to them by the California Education Code, the Educational Employment Relations Act, Tucker v. Grossmont Union High Sch. Dist., 168 Cal. App. 4th 640, 85 Cal. Rptr. 3d 527 (2008); and the 2019-2022 Collective Bargaining Agreement between the

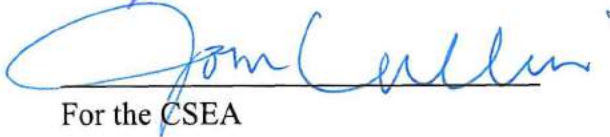
Lakeside Union School District Board of Trustees and the California School Employees Association and its Lakeside Chapter #240 ("Collective Bargaining Agreement"); and

3. **Use of Volunteers:** Volunteers may not be utilized by the District to serve in lieu of the positions that are subject to elimination or reduction in hours referenced above; and
4. **Transfer of Work:** The district shall not transfer the work out of the bargaining unit to certificated employees, volunteers, confidential, management, students, short-term, limited term or substitute employees.

This Side Letter applies to the elimination and reduction of the above-referenced positions reduced at the end of the 2021-2022 school year only and is not precedent setting. Should any conflict exist between the provisions of this Side Letter and the 2019-2022 Collective Bargaining Agreement, the provisions of this Side Letter shall prevail.



For the CSEA



For the CSEA



For the District

2-16-2022

Date

February 16, 2022

Date

\_\_\_\_\_  
Date Ratified By the Governing Board

**SIDE LETTER OF AGREEMENT**

Between the  
LAKESIDE UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)  
and its  
LAKESIDE CHAPTER #240

Regarding the Parties' Discussions  
Pursuant to Article 28.13 of the 2019-2022 Bargaining Agreement  
February 16, 2022

WHEREAS, on March 1, 2022, the Governing Board of the Lakeside Union School District will consider approval of Resolution 2022-14, to eliminate or reduce the following positions:

School Clerk I	0.5 Full Time Equivalent	Discontinued
Instructional Assistant	3.6 Full Time Equivalents	Discontinued
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2. **Retention of Rights:** Employees subject to layoff shall retain all rights and benefits guaranteed to them by the California Education Code, the Educational Employment Relations Act, Tucker v. Grossmont Union High Sch. Dist., 168 Cal. App. 4th 640, 85 Cal. Rptr. 3d 527 (2008); and the 2019-2022 Collective Bargaining Agreement between the

Lakeside Union School District Board of Trustees and the California School Employees Association and its Lakeside Chapter #240 (“Collective Bargaining Agreement”); and


3. **Use of Volunteers:** Volunteers may not be utilized by the District to serve in lieu of the positions that are subject to elimination or reduction in hours referenced above; and
4. **Transfer of Work:** The district shall not transfer the work out of the bargaining unit to certificated employees, volunteers, confidential, management, students, short-term, limited term or substitute employees.

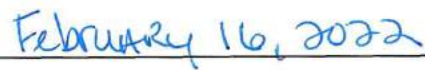
This Side Letter applies to the elimination and reduction of the above-referenced positions reduced at the end of the 2021-2022 school year only and is not precedent setting. Should any conflict exist between the provisions of this Side Letter and the 2019-2022 Collective Bargaining Agreement, the provisions of this Side Letter shall prevail.

  
\_\_\_\_\_  
For the CSEA

  
\_\_\_\_\_  
For the CSEA

  
\_\_\_\_\_  
For the District

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Ratified By the Governing Board



# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

**Agenda Item:**

Approval is requested of a master 4-year lease agreement with Apple for new iPads and Logitech Cases for iPads.

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

Approval is requested of Resolution #2022-19 and the attached Master Lease Agreement with Apple Inc. **Schedule No. 6** (to the Master Lease Agreement dated August 1, 2017) for 1,000 iPads, including 600 Logitech cases. 500 STM Dux Plus Duo cases will also be purchased for SPED students. These iPads will be used to refresh older iPads in the District across grades K-5<sup>th</sup>.

Pricing is honored by Glendale Unified Piggyback agreement # 12987 (Public Contract Code 20118, 20652 allows school districts to "piggyback" bid so long as the agreement is still in effect.)

A Sole Source letter is provided by Apple Inc., as Apple Inc. is the only provider of Apple Products for public K-12 education institutions.

**Fiscal Impact (Cost):**

Total of \$380,200.05, lease Amount each year \$95,050.01 at 0% interest (attached in Exhibit A)

**Funding Source:**

General Fund

**Recommended Action:**

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

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**Originating Department/School:** Business Services/Tech

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
**Lisa Davis, Assistant Superintendent**

  
\_\_\_\_\_  
**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member:** \_\_\_\_\_

# Apple Inc. Education Price Quote

<b>Customer:</b>	Brian Beisigl LAKESIDE UNION SCHOOL DISTRICT Phone: 619-390-2600 email: bbeisigl@lsusd.net	<b>Apple Inc:</b>	Kent Christensen One Apple Park Way Cupertino, CA 95014 Phone: +1-619-8280100 email: kchristensen@apple.com
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**Apple Quote:** 2211001244

**Quote Date:** Thursday, March 03, 2022

**Quote Valid Until:** Thursday, March 31, 2022

**Quote Comments:**

Please reference Apple Quote number on your Purchase Order.

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	<b>10.2-inch iPad Wi-Fi 64GB – Space Gray (Packaged in a 10-pack)</b> Part Number: MK2Y3LL/A	920	\$294.00	\$270,480.00
2	<b>10.2-inch iPad Wi-Fi 64GB – Space Gray</b> Part Number: MK2K3LL/A	5	\$299.00	\$1,495.00
3	<b>Logitech Rugged Combo 3 Case with Integrated Smart Connector Keyboard for 10.2-inch iPad (7th, 8th &amp; 9th generation) – Blue</b> Part Number: HNMA2ZM/A	600	\$99.95	\$59,970.00
4	<b>STM Dux Plus Duo for 10.2-inch iPad (7th, 8th, and 9th generation) with built-in holder for Apple Pencil – Black – Special 10-pack pricing (includes quantity 10 HNU02ZM/A)</b> Part Number: BPG22LL/A	50	\$349.50	\$17,475.00
	<b>STM Dux Plus Duo for 10.2-inch iPad (7th, 8th, and 9th generation) with built-in holder for Apple Pencil – Black</b> Part Number: HNU02ZM/A Quantity: 500			
<b>Edu List Price Total</b>				<b>\$349,420.00</b>
– eWaste Fee / Recycling Fee				\$3,700.00

- Additional Tax	\$0.00
- Estimated Tax	\$27,080.05
- Total Tax	\$27,080.05
<b>Extended Total Price*</b>	<b>\$380,200.05</b>

\*In most cases Extended Total Price does not include Sales Tax

\*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2211001244. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
  - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to [institutionorders@apple.com](mailto:institutionorders@apple.com). **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
  - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT [contracts@apple.com](mailto:contracts@apple.com).
- ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
  - APPLE INC. AS THE VENDOR
  - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
  - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
  - PURCHASE ORDER NUMBER
  - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
  - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
  - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
  - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Thursday, March 31, 2022 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
  - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID: 18000007234510

<https://ecommerce.apple.com>

Fax:

## \$1 Purchase Option

Thank you for considering Apple Financial Services to fund your technology plan. Please find your \$1 Purchase Option financing proposal below.

Financed Amount	Payment Date	Payment Amount (In Advance)
\$380,200.05	07/15/2022	\$95,050.01
	07/15/2023	\$95,050.01
	07/15/2024	\$95,050.01
	07/15/2025	\$95,050.02

*Apple Quote 2211001244  
Four annual payments at 0%*

### **What is a \$1 Purchase Option?**

This is a financing option designed for equipment ownership at the end of the financed term. The \$1 Purchase Option creates predictable payments while enabling universities and schools to deploy years' worth of equipment today using budgeted funds.

### **Why use a \$1 Purchase Option?**

This option is usually recommended for educational institutions that know they want to own equipment at the end of term. Once the financed term ends, ownership will enable flexibility: continue using the equipment or trade it in to recover value toward new gear.

# Financial Services

## What are my options at the end of the financed term?

End of term options will be detailed in the final documents. The options include:

1. Purchase the equipment at end of term for \$1.
2. Trade in equipment for value toward a new purchase or financed term.

Overall, the \$1 Purchase Option enables administrators to buy more equipment today, while providing the flexibility that ownership allows.

Please do not hesitate to call or email me at the contact information below with any questions.

### Scott Sargent

Area Financing Manager- | Apple Financial Services

T: (303) 880-9730 | E: s\_sargent@apple.com

#### Pricing Notes and Conditions

This proposal is for informational purposes and does not constitute a legally binding obligation of either party. Subject to the satisfactory completion of the Lessor's standard credit approval process and the completion of documentation acceptable to the Lessor, Apple Financial Services is not a financial advisor and does not have a fiduciary duty to you under federal securities laws. Consult with your financial advisor regarding the options offered.

Lease Discount Disclosure Statement: Apple Inc. through the Apple Financial Services program may provide an equipment discount to certain third-party investors. The discount may be applied to facilitate a lease rate discount. The actual interest rate paid on any resulting lease may be reflected in an amortization table provided with lease documents. The quoted payment amount does not include amounts that may be due for taxes or fees, if applicable.

The lease charge portion of the payments can be determined by applying to the total adjusted cost the rate which will amortize the total adjusted cost down to the purchase option amount. The lease charge rate may be higher than the actual annual interest rate because of the amortization of certain costs and fees incurred by the third-party investor. Rates may be subject to verification that the Lessee is a state or political subdivision as defined in Sec. 103 of the IRS Code, 1986.

03/03/2022

## EXHIBIT A

### Schedule No. 6 Dated June 15 2022 to Master Lease Purchase Agreement Dated August 1 2017

This Schedule No. 6 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated August 1 2017 ("Master Lease"), and is effective as of June 15 2022. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

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

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

EQUIPMENT INFORMATION
<b>Computer Hardware--See attached Exhibit 1.</b>

LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	6/15/2022					\$380,200.05
1	7/15/2022	\$95,050.02	\$0.00	\$95,050.02	\$290,853.03	\$285,150.03
2	7/15/2023	\$95,050.01	\$0.00	\$95,050.01	\$193,902.02	\$190,100.02
3	7/15/2024	\$95,050.01	\$0.00	\$95,050.01	\$96,951.01	\$95,050.01
4	7/15/2025	\$95,050.01	\$0.00	\$95,050.01	-\$0.00	-\$0.00
Totals:		\$380,200.05	\$0.00	\$380,200.05	Rate 0.0000%	

Lessee acknowledges that the discounted purchase price for the Lease is \$364,865.05 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 2.6605% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

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

Commencement Date: June 15 2022

LESSOR: **APPLE INC.**  
 SIGNATURE: X \_\_\_\_\_  
 NAME / TITLE: X \_\_\_\_\_  
 DATE: X \_\_\_\_\_

LESSEE: **LAKESIDE UNION SCHOOL DISTRICT**  
 SIGNATURE: X *[Signature]*  
 NAME / TITLE: X Lisa Davis / Asst. Supt.  
 DATE: X \_\_\_\_\_

<p><b>LESSEE BILLING INSTRUCTIONS:</b></p> <p>PO BOX/STREET: _____</p> <p>CITY, ST ZIP: _____</p>	<p>PERSON/DEPT.: _____</p> <p>TITLE: _____</p> <p>PHONE #: _____</p> <p>EMAIL: _____</p>
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**EXHIBIT C**

RESOLUTION NO. 2022-19 OF Lakeside Union School District  
AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY  
OF A MASTER LEASE PURCHASE AGREEMENT;  
AND APPROVING THE EXECUTION AND DELIVERY OF  
SCHEDULE NO. 6 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Lakeside Union School District (the "School District"), is authorized by the laws of the state of California (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 6 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE LAKESIDE UNION SCHOOL DISTRICT AS FOLLOWS:

**Section 1.** The School District hereby authorizes and approves the execution and delivery of the Master Lease;

**Section 2.** The School District hereby authorizes and approves the execution and delivery of Schedule No. 6 to the Master Lease in an amount not to exceed \$380,200.05 for the purpose of financing the costs of the acquisition and installation of the Project;

**Section 3.** The persons of the School District listed below (each an " Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title
Rhonda Taylor	Superintendent
Lisa Davis	Assistant Superintendent

**Section 4.** The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

**Section 5.** The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

**Section 6.** All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE LAKESIDE UNION SCHOOL DISTRICT ON APRIL 20, 2022.

\_\_\_\_\_  
Signatory

Attest: \_\_\_\_\_

District Clerk



APPLE CONFIDENTIAL

March 3, 2022

**RE: Apple Sole Source Letter**

Lakeside Union School District  
Brian Beisigl, Technology Manager  
12335 Woodside Avenue  
Lakeside, CA 92040

Dear Brian:

The purpose of this Apple Sole Source Letter is to inform you and your organization that Apple Inc. ("Apple") is the sole source provider of Apple Products for private and public K-12 education institutions in the United States with a few limited exceptions.

"Apple Products" refers to Services, CTO Products, hardware and software products manufactured, distributed, or licensed under an Apple-owned or licensed brand name that an Apple customer has paid to acquire or has properly licensed from Apple for its own use, but excluding any third-party software and all other third party products. "Services" means collectively, the standard, price-listed services, support, and/or training products sold under the Apple brand name. "Configure-To-Order Products" or "CTO Products" means Products that Apple modifies from its standard configurations and that are available to an Apple customer only by special order.

The only source of Apple Products for private or public K-12 education institutions is Apple with a few limited exceptions. Only a handful of strategic resellers, such as AT&T, Sprint, T-Mobile, and Verizon, are authorized to sell Apple Products to private and public K-12 education institutions in the United States.

Apple will continue to have a direct sales and purchasing relationship with K-12 education institutions and, aside from a very small number of exceptions, will continue to be the sole source for all of the Apple Products sold to K-12 education institutions.

Apple may change or update this letter in its sole discretion.

Sincerely,

A handwritten signature in blue ink that reads "Vanessa Boenig".

Vanessa Boenig  
Apple Inc.  
U.S. Bids and Sales Contracts Management



# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date: April 20, 2022**

**Agenda Item:**

ASES Grant Contract

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

After School Education and Safety Program (ASES) contract for fiscal Year 2021-22 (Grant ID37-23939-1037-EZ)

**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: <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> Adoption            |   |

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**Originating Department/School:** ESS/ASES Grant Programs

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**



Jerred Murphy, Manager-ESS



Lisa Davis, Assistant Superintendent

**Reviewed by Cabinet Member:**



## **MEMORANDUM OF AGREEMENT**

This Agreement for the After School Education and Safety (ASES) is entered into and effective as of the 1st day of July 2021 by and between the **San Diego County Superintendent of Schools** (herein known as "SDCOE" or "County") and **Lakeside Union School District** (herein known as "District") who agrees to contract for and provide the ASES Program services as specified in the grant. The District further agrees to follow all fiscal reporting and auditing standards required of the ASES Program, in accordance with the provisions of the California Education Code (EC) sections 8482-8484.65. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the County to the District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the County due to the District's failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the County within 30 days of submission of such invoice(s).

### **1. SCOPE OF SERVICES: GENERAL CONDITIONS**

#### ***A. DISTRICT ASSURANCES***

##### **ASES Priority Enrollment**

1. Priority for enrollment of students in a before or after school program must be prioritized in the following order:
  - A. Homeless Youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a). [8483(c)(1)(A); 8483.1(d)(1)(A)] Homelessness is defined as one or more of the following situations:
    - a. Emergency or transitional shelter
    - b. Hotel or Motel
    - c. Unsheltered (i.e., cars, parks, garage, campgrounds)
    - d. Temporarily with another person or relatives due to economic hardship or loss of housing (i.e., eviction, inability to pay the rent, destruction of home, illness, loss of employment, etc.)
    - e. Unaccompanied youth not living with parent or guardian
    - f. Substandard housing (i.e., no water or electricity; health or safety risks)
  - B. Foster Youth, as designated through a juvenile dependency court petition [8483(c)(1)(A); 8483.1(d)(1)(A)]
  - C. Youth Eligible for Free or Reduced-Priced Meals, as defined yearly in the CDE Student Poverty FPM Data report [8483(c)(1)(A); 8483.1(d)(1)(A)]
  - D. Youth that Participate in the Full Day of the Program Every Day [8483(a)(2)]
2. A program shall inform the parent or caregiver of a pupil of the right of homeless children, foster children, and children eligible for free or reduced-price meals to receive priority enrollment and how to request priority enrollment. [8483(d); 8483.1(e)]

## **ASES Program Operation and Attendance Requirements:**

### *After School*

1. The After School program will begin operation immediately upon the conclusion of the regular school day and operate a minimum of 15 hours per week (minimum of three hours per day) and at least until 6:00 p.m. on every regular school day. [8483(a)(1)(A)(i)]
2. The After School program will establish a reasonable early daily release of students from the program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the date range, early release time, and reason for the early release for their student. Programs operating in a community where the early release policy does not meet the unique needs of that community or school, or both, can provide documentation of an alternative plan and request approval from the SDCOE. [8483(a)(1)(B)]
3. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the early release policy. [8483(a)(2)]
4. To develop an age-appropriate program, for middle or junior high school students, a flexible attendance schedule may be implemented. [8483(a)(3)]

### *Before School Program*

1. The Before School program will operate at least one and one half hours (1 1/2) per regular schoolday. [8483.1(a)(1)]
2. The Before School program will establish a reasonable late arrival policy and procedure for students arriving late to the Before School program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the date range, late arrival time, and reason for the late arrival for their student. [8483.1(a)(1)]
3. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the late arrival policy. [8483.1(a)(2)(A)]
4. A student who attends less than one-half of the daily program hours cannot be counted for attendance purposes. [8483.1(a)(2)(B)]
5. To develop an age-appropriate program, for middle or junior high school students, a flexible schedule may be implemented. [8483.1(a)(3)]

### *Before and After School Supplemental Program*

1. During summer, intersession, or vacation periods, supplemental programs must operate a minimum of four and one-half (4 ½) hours per day. [8483.2]

### *Attendance Requirement*

The goal for each District ASES program site is to meet 100% of the daily attendance goals (ADA) based on the grant amount awarded. To ensure that subsequent ASES grant awards will

not be adjusted due to insufficient program attendance and performance, District must enforce the grant rules in compliance with California Education Code 8483.7 (a) (1) (A) which states that “each school that establishes a program pursuant to this article is eligible to receive a three-year after school grant, that shall be awarded in three one-year increments and is subject to semiannual attendance reporting and requirements as described in Section 8482.3 once every three years.”

CDE is authorized, under EDC 8483.7 to conduct a review of the program and make grant funding adjustments should ASES program sites fail to maintain specific attendance levels. Specifically,

1. Any ASES program that falls below target attendance levels by more than 15 percent in each of two consecutive years may be adjusted. [8483.7(a)(1)(C)(ii)]
2. Any ASES program that falls below 75% of target attendance levels in any year of the grant may be adjusted. [8483.7(a)(1)(D)(ii)]

As per EDC 8483.7(a)(1)(B), the California Department of Education (CDE) provides technical support through the System of Support for Expanded Learning (SSEL) to programs experiencing student attendance below minimum requirements.

**General Program Requirements:**

The intent of the Legislature as enacted is to provide programming that focuses on “developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences”. [8482.1(a)] To ensure the District develops ASES programming consistent with this intent, the following requirements are in place for FY 2021-22:

1. The District shall identify a qualified District Contact to be the direct liaison between the ASES program and the County, attending all monthly San Diego Expanded Learning Consortium meetings. For purposes of this document, the term “qualified” describes the District Contact’s ability to have access to paths of communication with District Administration to enable the success of their duties and to ensure quality programs that comply with California Education Code 8482-8484.65. In this regard, the role of the District Contact includes:
  - a. General program oversight
  - b. Programmatic development
  - c. Compliance responsibility
  - d. Reporting responsibility
2. The District shall provide a detailed program design plan for their overall vision of the ASES Program. The ASES program design plan shall be a fluid document capturing the changes in programming throughout FY 2021-22 and updated as necessary to provide an accurate reflection of programming. Initial District Program Design Plan information must be uploaded to Cityspan no later than October 30, 2021.
3. The District shall work with program sites to develop an individualized scope and sequence and schedule that aligns with the overall District vision.

4. The District shall ensure that each ASES program shall consist of an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, computer training, or science. [8482.3(c)(1)(A)]
5. The District shall ensure that each ASES program shall consist of an educational enrichment element that may include, but not limited to, fine arts, career technical education, recreation, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests. [8482.3(c)(1)(B)]
6. The District shall ensure that their ASES programs are "planned through a collaborative process that includes parents, youth, and representatives of participating public schools, governmental agencies, such as city and county parks and recreation departments, local law enforcement, community organizations, and the private sector". [8482.5(b)]

**Web-Based Attendance and Daily Attendance Accountability Requirements:**

The District is required to maintain attendance documentation for the ASES program as follows:

1. The District's ASES program must follow the County attendance collection process to include entering complete student enrollment information, including the State Student Identifier (SSID) number.
2. In FY 21/22 District receiving ASES funds must implement the City Span Web-based Attendance Tracking System ([www.youthservices.net/sandiego](http://www.youthservices.net/sandiego)) for daily program attendance entry.
3. District shall fully utilize the "Automated Card Scanning" capability for the system. The Cityspan Web-Based Attendance Tracking System will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Sections 8483(a)(1)(A)(i) and 8483(a)(1)(B) and the intent of the Early Release/Late Arrival policies for students in the ASES program.
4. Use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with EDC Section 8483(a)(1)(A)(i) and EDC Section 8483(a)(1)(B).
5. District ensures that there is a process for monitoring site-level attendance procedures.
6. District will identify and ensure participation by key staff members in professional development provided by the County for implementation of attendance collection processes and procedures.

**Staffing Requirements**

All ASES program sites are required to comply with the staffing requirements outlined in California Education Code 8483.4. These include:

1. District must "establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District."

2. All ASES programs must maintain a pupil-to-staff member ratio of no more than 20 to 1.
3. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it will provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. District must certify that all personnel providing services to students are adequately screened including, but not limited to, health screening, including tuberculosis and COVID-19 screenings, fingerprint clearance, and any other screening to prevent the assignment of personnel who may pose a threat to the safety and welfare of students.
5. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District's premises.
6. District must provide evidence during audit or FPM to verify that staff minimum qualifications are met. District acknowledges that, by agreeing to this Memorandum of Agreement, the District waives their right under EDC 45274 and must provide evidence of minimum qualifications including, but not limited to, examination records and scores, and transcripts.

### **State-Mandated Data and Evaluation Requirements**

All Districts must participate in the state Annual Outcomes Evaluation process and the County's CQGrowth process in accordance with EDC 8484. Specifically,

1. District must participate in a statewide evaluation process as determined by the CDE and provide all required information, including state student identifiers.
2. District must respond to additional surveys or other methods of data collection that may be required throughout the duration of the program in a timely manner.
3. District must annually provide participating pupils' regular school day and program attendance and test results as required by CDE in a timely manner.
4. District must ensure the timely and accurate collection of data required to conduct the ASES program evaluations, including but not limited to, Annual Performance Reports.
5. District must participate in the County process for Continuous Quality Improvement to include solicitation of feedback, participation in survey requests, and regular attendance at District Contact meetings. For FY 2021-22, the Continuous Quality Improvement theme is communication and collaboration.
6. For FY 2021-22 the District will participate in the ASES CQI process to include:

#### Quarter 1-2

- Complete the District Program Plan in Cityspan which describes:
  - o How the program plan was developed and how students were involved
  - o How the program plan is shared with teachers, administrators, students, parents, and other stakeholders
  - o How the program is marketed and promoted to students
  - o Link supportive documents through the Resource Link in Cityspan

#### Quarter 3-4

- Review available data uploaded to the QAP section in Cityspan. This includes:
  - District communication map
  - District mission, vision, purpose
  - Stakeholder surveys (student, parent, administrator, teacher)
- Administer the QAP Initial Survey provided by the SDCOE to program sites. Hold a QAP Data Review Meeting prior to May 30, 2022 with program sites. The SDCOE will provide Districts with the QAP Data Review process which includes:
  - Program site review of available data
  - District communication of vision, mission, and purpose
  - Outline of tasks to include:
    - Development of site-level mission, vision, and purpose statement aligned to District's mission, vision, and purpose
    - Development of site-level communication map
    - Upload documentation of QAP Data Review Meeting in Cityspan
- Attend the SDCOE Quality Standards Training in March 2022

#### **Student Reimbursement Rate, Payment, and Program Expenditure Guidelines**

1. District will distribute allocated funds to participating schools and ensure fiscal accountability in accordance with EDC 8482-8484.65. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of \$10.18 per student per day for PM (ASES) reimbursement and a rate of \$6.78 per student per day for AM (Before School) reimbursement.
2. District will allow participation of any student of a participating school regardless of their ability to pay. [8482.6]
3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, the District will be required to return the entire amount of funding in question to the County in accordance with EDC 8483.8.
4. District will ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code.
5. Failure to comply with EDC 8483.7(a)(1)(B)(i) and 8483.7(a)(1)(C)(ii) and may result in an adjustment of the ASES grant award during the current fiscal year or in subsequent years of the grant.

#### **Federal Program Monitoring and Annual Program Audit Guidelines.**

1. District will follow all fiscal and auditing standards required by the EDC 8482.3(f)(5); 8484.8(b)(3)(4).
2. District will provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to County relative to the administration of the ASES Grant

Requirements per EDC Sections 8482-8484.65 and the 2021-22 Guide for Annual Audits of California K-12 Local Education Agencies and State Compliance Reporting

3. District will participate in Federal Program Monitoring (FPM) training as conducted by the County.

### **Budget Restrictions**

1. No more than 15% of grant funding may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate). [8483.9(b); 8483.9(a)(2)]
2. Each grantee must expend at least 85% of grant funding directly for pupils. [8483.9(c)]
3. Identify and secure Matching Funds/In-Kind Contributions for the ASES program. District is required to submit the 33% Match/In-Kind via the Cityspan Web-based Attendance and Fiscal Management System by December 31, 2021. No more than 25% of the required local contribution can be facilities or space usage. [8483.7(a)(6); 8433.75(a)(4)]
4. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service. [8483.7(7)(B)(b); 8483.75(5)(B)(b)]
5. The District maintains an inventory record for each piece of equipment, with a total acquisition cost of \$500 or more per unit that is purchased with state and/or federal funds. Also, the District must conduct a physical check of the inventory of equipment, at least, every two years and reconcile with inventory records (34 CFR 80.32(d)(2)). District will also be required to report all Inventory Items via the Cityspan Web-based Attendance and Fiscal Management System by December 31, 2021. [35168]
6. The record describes the acquisition by:
  - a. Type
  - b. Model
  - c. Serial number
  - d. Funding source
  - e. Acquisition date
  - f. Cost
  - g. Location
  - h. Current condition
  - i. Transfer, replacement, or disposition of obsolete or unusable equipment [35168; 5 CCR 3946; 34 CFR 80.32(d) (I.)]
7. District must follow all fiscal and auditing standards required. [8482.3(f)(5); 8484.8(b)(3); 8484.8(b)(4)] District can be required to provide copies of the following documents to SDCOE:
  - Before and ASES Program (EXLP) contracts – for ASES subcontracts to provider agencies that operate Before and/or ASES Programs.
  - EXLP duty statements and/or job descriptions that are related to the cost that are associated with operating the EXLP.
  - EXLP line item budgets.
  - EXLP time accounting, including time accounting methods.



9. The District will be required to submit the 2021-22 85/15 report via the Cityspan Web-Based Attendance and Fiscal Management System no later than October 30, 2022.
10. District will need prior approval from SDCOE to make a capital expenditure purchase with ASES grant funds of \$5,000 (tax included) or more. Replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment, or other capital assets are allowable as a direct cost when approved by the awarding agency. The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations (CFR)*, Part 200.439 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

### **Additional ASES Program Operation Requirements**

1. If the site is not located on a school campus, it must align the educational and literacy component of the program with the regular school program. Offsite programs will not be approved unless safe transportation is provided by the District or designee. [8484.6]
2. Provide an afterschool snack/meal or before school meal that conforms to nutrition standards as established by the U.S. Department of Agriculture. It is the intent of the Legislature that ASES programs seek to qualify program sites as approved distribution sites for federally funded after school snacks or meals rather than using core operating funds. [8483.1(c); 8483.3(c)(8); 8483.95]
3. Provide notices, reports, statements, and records sent to parents in any primary language other than English if more than 15 percent speak a single primary language other than English. [48985]
4. Communicate and collaborate with the regular school day program.
5. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
6. Notify the County in the event the District intends to close or relocate an ASES program school site, either temporarily or permanently.
7. Host scheduled technical assistance site visits conducted by staff from the County and the Children's Initiative.
8. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.

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

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

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

**B. TERMS AND CONDITIONS OF GRANT AWARD**

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program.

2. District will make reports to the County as necessary to enable the County to perform its duties and will maintain such records and provide access to those records as the County deems necessary. The District shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. This grant shall be administered in accordance with the provisions of California Education Code (EDC) sections 8482-8484.65. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the state of California.
5. The grantee shall use these funds in accordance with the approved application.
6. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the County shall reduce any subsequent allocations by the amount equal to the overpayment [8483.8]
7. If an ASES program site stops program operations, the County will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
8. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT BY JANUARY 15, 2023 MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.**
9. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT BY FEBRUARY 15, 2023 WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE ADJUSTMENT OF ANY SUBSEQUENT YEARS' GRANT (S).**
10. District shall comply with the General Conditions and District Assurances specified in this MOA.
11. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
12. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

<p><b>CDE GRANT NO. 37-24239-10371-EZ FY 21/22: PCA: 24239</b>  <b>VENDOR NO. 10371: SUFFIX NO. EZ</b></p>
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## **2. TERM OF AGREEMENT**

According to the terms of the ASES Program (ASES) grant, this Agreement shall be effective from the period commencing July 1, 2021, and ending December 31, 2022, unless sooner terminated by the County as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, the District shall return to the County any and all equipment, documents or materials and all copies made thereof which the District received from the County or produced for the County for the purposes of this Agreement.

## **3. TERMINATION**

### FOR CONVENIENCE

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time, for the County's convenience. Upon receipt of such notice, District shall:
  - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
  - b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is for the convenience of the County, District shall submit a final expenditure report within 60 days of termination and upon approval by the County, the County shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.
3. District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to District in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

### FOR DEFAULT

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations. Upon receipt of such notice, District shall:
  - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
  - b) Deliver to the County all information and material as may have been involved in the

provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.

2. If the termination is due to the failure of District to fulfill its contractual obligations, the County may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the County for any reasonable costs or damages occasioned to the County thereby.

#### **4. COMPENSATION AND REIMBURSEMENT**

The After School Education and Safety Programs (ASES) are considered direct grants and CDE shall pay grantees (County) according to the following schedule authorized in California Education Code 8482.4:

“The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met.”

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

Program funds will be dispersed to District based on the reimbursement schedule cited above in California Education Code 8482.4. The District’s annual ASES allocation(s) **shall not exceed \$681,065.00**

District will ONLY report expenditures up to \$667,443.70 (98% of grant award) and will receive up to a total of \$667,443.70 if the district expends all their grant allocation and is in compliance with all grant requirements. NOTE: For FY 2021-22, the CDE has extended the expenditure reporting period through Quarter 5 (October 31, 2022) and Quarter 6 (December 31, 2022).

**GRANT AMOUNTS MAY BE ADJUSTED** by the CDE at any time for the following reasons:

- Non-operation of program
- Non-operation of a funded grant component
- District’s inability to expend the total grant award by the December 31, 2022 final expenditure deadline
- Audit Findings or Program Compliance issues

NOTE: A reduction of grant award or repayment of expended ASES funding due to any of the conditions listed above WILL BE PAID BY DISTRICT.

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

## **5. CONFIDENTIAL RELATIONSHIP**

The County may from time to time communicate to District certain information to enable District to effectively perform the services. District shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the County. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of District, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of District without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to District by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

District shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the County. In its performance hereunder, the District shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

## **6. PUBLIC RECORDS ACT**

District acknowledges that the County is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The County acknowledges that the District may submit information that the District considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). District acknowledges that the County may submit to the District information that the County considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

## **7. OWNERSHIP OF DOCUMENTS**

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for the County shall be the property of the County and shall be delivered to the County by the District upon demand.

Services provided to the County, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; District's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the District will remain the exclusive property of the District.

## **8. FUND AVAILABILITY**

Funding of this Agreement, if funded by the County, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of the District. In the event the funds are not available by operation of law or budget determination, the County shall have the exclusive right to withhold funding.

## **9. DATA PRIVACY AND PROTECTION**

All County content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the County.

All content/data created by the County or by its students or personnel using the service(s) provided by the District pursuant to this Agreement will cease to be retained by the District at the conclusion of this Agreement and will, in fact, be removed from the District's records.

The District will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the County's student and personnel information will not be undertaken without the express, written consent of the County.

The District certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility

- all server systems have been hardened with industry standard recommended measures for security protection

The District will notify the County within 24 hours of the District discovering an unauthorized access or disclosure of County data.

The District and the County will work together to ensure compliance with FERPA regulations as applicable.

**10. NO ASSIGNMENTS**

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which the County, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

**11. AUDIT**

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

**12. INDEPENDENT DISTRICT**

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent District and not as an officer, agent, or employee of the County. Except as the County may specify in writing, District shall have no authority express or implied, to act on behalf of the County in any capacity whatsoever as an agent. District shall have no authority, express or implied, to bind the County to any obligation whatsoever.

**13. INSURANCE REQUIREMENTS**

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

Required Amounts of Insurance:

General Liability	<b><u>\$1,000,000</u></b>
Bodily Injury and Comprehensive form - Property Damage Products/Completed Operations	Amount



Auto Liability  
Bodily Injury and  
Comprehensive form - Property Damage  
Owned, Non-owned Hired Combined

\$1,000,000/\$300,000  
Amount

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

#### **14. WORKERS' COMPENSATION**

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

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

#### **15. TUBERCULOSIS CLEARANCE**

District shall certify in writing that District's employees, volunteers, and subcontractors receive clearance for TB. In such cases where the District does not have in-person contact with students, the District shall not be required to obtain TB clearance.

#### **16. PUPIL SAFETY / SCHOOL SAFETY ACT**

The County Program Manager/Director has determined that the District will have greater than limited contact (including electronic contact) with pupils and the District shall require their employees, including the employees of any District school site, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45125.1.

#### **17. INDEMNIFICATION**

To the fullest extent allowable by law, District agrees to hold harmless, defend, and to indemnify the County, accept any and all responsibility for loss or damage to any person or entity, including the County, and to indemnify, hold harmless, and release the County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including District, that arise out of, pertain to, or relate to the District's or its agents', employees', Districts', subDistricts', or invitees' performance or obligations under this Agreement. District agrees to provide a complete defense for any claim or action brought against the County based upon a claim relating to such District's

or its agents', employees', Districts', subDistricts', or invitees' performance or obligations under this Agreement. District's obligations under this Section apply whether or not there is concurrent negligence on the County's part, but to the extent required by law, excluding liability due to the County's conduct. The County shall have the right to select its legal counsel at District's expense, subject to District's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for District or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

## **18. TOBACCO-FREE FACILITY**

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

## **19. NOTICES**

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Brittany Mabe, Director  
Expanded Learning & Community Engagement  
6401 Linda Vista Road  
San Diego, CA 92111

With copy to: Deputy Superintendent/Chief Business Officer  
SDCOE Legal Services  
6401 Linda Vista Rd  
San Diego, CA 92111

DISTRICT: Lakeside Union School District  
ATTN: Jerred Murphy  
12335 Woodside Avenue  
Lakeside, CA 92040

## **20. AMENDMENT**

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the County and by a duly authorized representative of the District.

## **21. GOVERNING LAW/VENUE**

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

## **22. MEDIATION**

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

## **23. COMPLIANCE WITH LAW**

District shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit A to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, the District and any subcontractor(s) shall comply with all applicable rules and regulations to which the County is bound by the terms of such fiscal assistance program.

## **24. DEBARMENT, SUSPENSION OR INELIGIBILITY CLAUSE**

By signing this Agreement, the District certifies that the District, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. District certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

**25. AUTHORIZATION TO PERFORM SERVICES**

District is not authorized to perform services or incur costs under this agreement until executed by both the District and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

**26. SEVERABILITY**

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**27. ENTIRE AGREEMENT**

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

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

**SAN DIEGO COUNTY  
SUPERINTENDENT OF SCHOOLS**

\_\_\_\_\_  
By (Authorized Signature)

Michael Simonson  
Name (Type or Print)

Deputy Superintendent, Chief Business Officer  
Title

\_\_\_\_\_  
Date

**LAKESIDE UNION SCHOOL  
DISTRICT**

*Lisa Davis*  
By (Authorized Signature)

Lisa Davis  
Name (Type or Print)

Assistant Superintendent  
Title

3/16/22  
Date

## EXHIBIT A

### COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education (“SDCOE”) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor for SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities. Accordingly, SDCOE has implemented a COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements effective October 15, 2021:
  - a. All employees, volunteers and/or agents of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
  - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
  - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker’s COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on SDCOE facilities for any length of time due to non-compliance with the requirements outlined above.
  - d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the SDCOE testing and vaccination policy and the requirement that a face mask must be worn at all times while at an SDCOE operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of Contractor/Vendor have been provided with a copy of this policy and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at

SDCOE facilities have received proof of vaccination or have acquired proof of a negative Covid-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.

4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of This Exhibit A shall prevail.

*updated 03/22*



**San Diego County Office of Education  
FUNDING STATUS PER SCHOOL  
2021-2022**

Grant Number	District Name	CDSCode	School Name	School Type	Sub Program	Amount Awarded
37-24239-10371-EZ	Lakeside Union	37681896038350	Lakeside Middle	M	After School Base	\$182,664.52
37-24239-10371-EZ	Lakeside Union	37681896038350	Lakeside Middle	M	After School Supplemental	\$10,988.08
37-24239-10371-EZ	Lakeside Union	37681896110092	Lemon Crest Elementary	E	After School Base	\$152,612.13
37-24239-10371-EZ	Lakeside Union	37681896110092	Lemon Crest Elementary	E	Before School Base	\$50,870.71
37-24239-10371-EZ	Lakeside Union	37681896038376	Lindo Park Elementary	E	After School Base	\$152,612.13
37-24239-10371-EZ	Lakeside Union	37681896038376	Lindo Park Elementary	E	Before School Base	\$50,870.71
37-24239-10371-EZ	Lakeside Union	37681896085047	Tierra del Sol Middle	M	After School Base	\$69,458.64
37-24239-10371-EZ	Lakeside Union	37681896085047	Tierra del Sol Middle	M	After School Supplemental	\$10,988.08
<b>TOTAL GRANT AMOUNT</b>						<b>\$681,065.00</b>
<b>GRANT AMOUNT, LESS 2%</b>						<b>\$667,443.70</b>

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date: April 20, 2022**

**Agenda Item:**

ELO-P Program Plan

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

The ELO-P program plan will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development

**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: <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> Adoption            |   |

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**Originating Department/School:** ESS/ASES Grant Programs

**Submitted/Recommended By:**



**Jerred Murphy, Manager-ESS**

**Approved for Submission to the Governing Board:**



**Lisa Davis, Assistant Superintendent**

**Reviewed by Cabinet Member:** \_\_\_\_\_



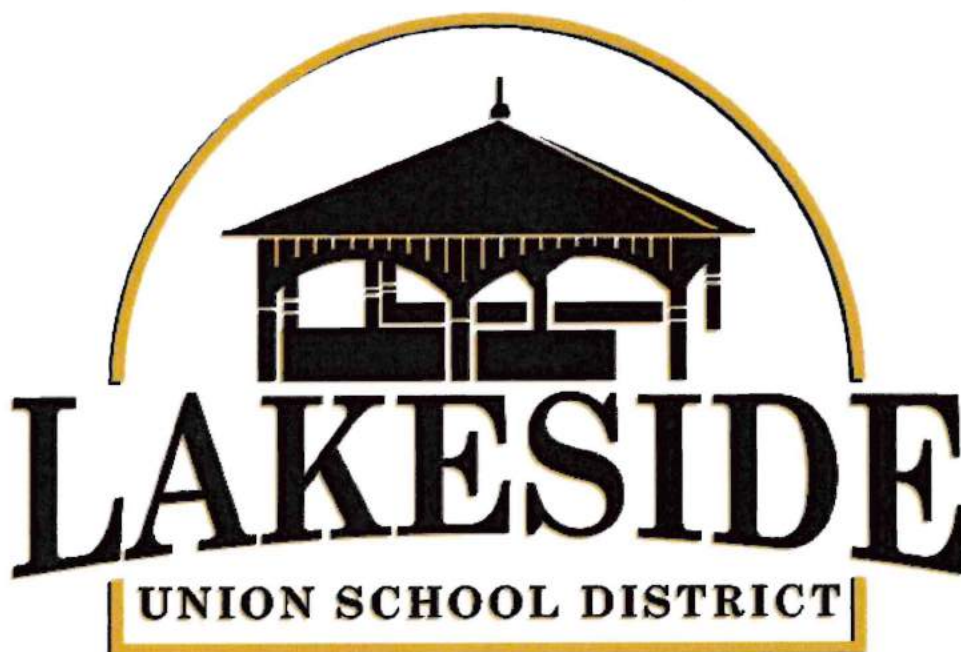


LAKESIDE UNION SCHOOL DISTRICT

# EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN

Prepared by:  
Jerred Murphy

Extended Student Services  
12335 Woodside Ave  
Lakeside, CA 92040  
619-390-2600



This Program Plan is required by California *Education Code (EC)* Section  
46120(b)(2)

# Expanded Learning Opportunities Program Plan

## Name of Local Educational Agency and Expanded Learning Opportunities Program Sites

Local Educational Agency (LEA) Name: Lakeside Union School District  
Contact Name: Jerred Murphy  
Contact Email: jmurphy@lsusd.net  
Contact Phone: 619-390-2600

**Instructions:** Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Lakeside Farms Elementary
2. Lakeview Elementary
3. Lemon Crest Elementary
4. Lindo Park Elementary
5. Riverview Elementary
6. Winter Gardens Elementary
7. Lakeside Middle
8. Tierra Del Sol Middle

### Purpose

In this program plan, Lakeside Union will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development.

### Definitions

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning

# Expanded Learning Opportunities Program Plan

experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (EC Section 8482.1[a])

“Expanded learning opportunities” has the same meaning as “expanded learning” as defined in EC Section 8482.1. “Expanded learning opportunities” does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (EC Section 46120[e][1])

## Instructions

This Program Plan needs to be approved by the LEA’s Governing Board in a public meeting and posted on the LEA’s website.

The program plan is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with EC Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the *Quality Standards for Expanded Learning in California* (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education’s (CDE) Quality Standards and CQI web page, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>.

# Expanded Learning Opportunities Program Plan

## 1—Safe and Supportive Environment

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the schoolsite or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.

Each school site currently has its own building to serve before school and after school students.

Program directors work closely with school leaders to create school-aligned health and safety procedures for the expanded learning program. The program develops policies and procedures to:

- Clearly communicate health, safety, and behavior procedures with staff, participants, and families.
- Clearly identify the health and medical needs of participants.
- Ensure that staff are easily identifiable to participants, families, and other stakeholders (e.g., staff shirts, vests, badges, etc.).
- Ensure that staff, participants, families, and school partners understand where participants are located throughout the duration of the program.
- Ensure that staff are trained in safety and first aid.
- Clearly document and communicate incidents (i.e. written reports and phone records).
- Maintain an easily accessible list of all participants with current emergency contacts for program activities and field trips.

The program connects participants and families to services, organizations and other resources that provide support beyond after school and summer programming (e.g., food security, health and mental health services, parent education, and other identified needs).

The staff respectfully welcome and release participants from the program.

- Staff intentionally build and maintain trusting, nurturing, and supportive relationships with participants.
- Staff intentionally identify participant strengths, interests, and learning styles, and encourage participants to develop skills related to their strengths and interests.
- Staff hold participants to high expectations for behavior and achievement by Actively acknowledging positive behavior and participant accomplishments. Calmly intervening when youth or adults are engaged in physically and/or emotionally unsafe behavior.
- Staff participate in on-going health and safety procedures, trainings, and practice drills with participants.

Participants and staff share responsibility in building a sense of community and belonging.

Participants actively co-create behavioral agreements in collaboration with program staff.

## 2—Active and Engaged Learning

Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.

The program provides a variety of activities that are hands-on, project-based, and result in a culminating product.

The program uses participant feedback, assessments, and evaluations to guide the development of training, curricula, and projects that fully meet participants' needs and interests.

Staff give participants the experience of learning through multiple senses.

- Staff give participants the opportunity to work in groups that have a clear purpose.
- Staff provide activities that raise awareness, promote thought-provoking discussion and support collaborative interaction with others in the larger community, other cultures, and even globally.
- Staff provide opportunities for participants to think critically, as well as act on issues and opportunities that are important but also of high interest and relevance to them.

Participants gather evidence to support their ideas and understand other perspectives.

- Participants use modern technology to support their learning.
- All participants in group work are engaged, cooperate in the group's accomplishments, and are accountable to one another

# Expanded Learning Opportunities Program Plan

## 3—Skill Building

Describe how the program will provide opportunities for students to experience skill building.

The program supports projects and activities in which participants demonstrate mastery by working toward a final product or presentation.  
The program supports activities in which participants develop and demonstrate 21st century skills.

Staff select or create projects that relate to young people's lives.  
Staff develop learning goals for each activity and communicate these goals to youth.  
Staff facilitate activities and conversations that increase participants' 21st century skills, sense of personal and social responsibility, and understanding of life and career options.  
Staff use practices that support mastery such as:

- Providing youth with opportunities to practice skills
- Sequencing activities to allow participants to build on previously learned skills.
- Facilitating youth reflections and offering constructive feedback to help youth learn from their experiences of successes, mistakes, and failures
- Helping youth make links between the activity and their lives outside of the program

Participants work in groups where they practice skills such as team-building, collaboration, and use of effective communication.  
Participants are involved in projects, activities, and events that increase their understanding and use of 21st century skills (e.g., creativity, critical thinking, and information and communications technology).

## 4—Youth Voice and Leadership

Describe how the program will provide opportunities for students to engage in youth voice and leadership.

The program provides participants with opportunities and space to share their viewpoints, concerns, or interests in order to impact program practices or policies. This includes opportunities that are led by youth.  
The program provides opportunities for participants to actively exercise their leadership skills and address real world problems that they identify in their communities. These are activities that require critical thinking, debate, and action planning.  
The program trains staff to facilitate youth voice and leadership in ways that promote positive relationships within the program and empower participants to have a positive impact on other individuals and institutions.

Staff encourage and engage participants on a regular basis to share their perspectives regarding program design, what they want to learn and the quality of their experience in the program.  
Staff work to recognize the leadership potential in all young people, regardless of their age, and provide opportunities for them to develop their leadership skills by providing authentic leadership roles within their after school program.

Participants engage in authentic and meaningful leadership roles that are supported by staff and celebrated by the program.  
Participants share ownership in the design of program activities.  
Participants take responsibility for completing projects.  
Participants express their opinions and feedback in surveys or group discussions regarding what they want to learn about, what they want to be able to do, and the development of program offerings that respond to their interests.  
Participants reflect on learning experiences (formal and informal) and give their opinion about future learning opportunities.

# Expanded Learning Opportunities Program Plan

## 5—Healthy Choices and Behaviors

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.

The program creates and maintains a healthy culture and environment that is positively influenced by a collaborative and coordinated effort of families, school, and community.  
The program identifies healthy practices and develops priorities that contribute to the school wellness plan and implementation.  
The program helps staff promote healthy lifestyles by providing professional development and access to age-appropriate curricula and resources.  
The program incorporates nutrition and physical activity into all facets of program design and operating procedures (e.g., fundraising, meals/snacks, policies, curricula, incentives, etc.).

Staff provide daily opportunities for participants to engage in developmentally appropriate, research-based nutrition and physical activities that support program goals.  
Staff understand how knowledge, skills, and behaviors around health contribute to academic performance and a positive socio-emotional lifestyle.  
Staff model good nutrition and participation in physical activity during the program.

Participants have a voice and choice in creating and maintaining a healthy culture and environment within their program.  
Participants apply their knowledge and experience around nutrition, healthy lifestyles, and physical activity, in order to influence their families, peers, program, and community.

## 6—Diversity, Access, and Equity

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.

The program actively recruits and hires staff that reflects the community of the students served.  
The program states its explicit commitment to diversity and equity in its outreach materials and/or policies.  
The program is aware of and seeks information and strategies to support all participant needs.  
The program creates a welcoming environment by representing the diversity of the participants through program materials, displays, etc.  
The program implements a plan that outreaches to all students at the school site.  
The program celebrates diversity related to participants' race, color, religion, sex, age, income level, national origin, physical ability, sexual orientation, and/or gender identity and expression.

Staff participate in on-going diversity and sensitivity training.  
Staff adapt activities to accommodate the physical and developmental abilities of all participants, and actively encourage their participation in the program.

Participants and staff are comfortable sharing, and are given opportunities to share, from their diverse experiences and backgrounds.

# Expanded Learning Opportunities Program Plan

## 7—Quality Staff

Describe how the program will provide opportunities for students to engage with quality staff.

The program engages in a rigorous recruitment and hiring process that carefully considers experience, knowledge, interest, ability to create a safe environment, diversity, and capacity for engaging children in age appropriate and meaningful learning.

The program provides staff and volunteers with:

- Clear titles and job descriptions
- Continuous training and professional development
- Resources and materials to deliver activities
- On-the-job coaching

The program supports staff with information regarding grant requirements, budgets, and any information that affects the day-to-day operations of the program.

The program supports staff with competitive pay.

The program creates opportunities for participants and other stakeholders to provide feedback on staff and volunteer quality.

Staff demonstrate ability to:

- Deliver a program that meets grant requirements
- Facilitate and incorporate district and program curricula, research-based youth development principles and best practices in program planning and activities
- Facilitate activities that engage students in active and meaningful experiences that build mastery and expand horizons
- Welcome and engage volunteers in roles that meaningfully and effectively support student learning

Staff exhibit:

- Integrity, professionalism, caring, and competency as a positive role model
- Commitment to building positive relationships with a culturally, linguistically, and socio-economically diverse community of students, staff, and parents

Participants are involved in the staff selection process.

Participants have trusting and positive relationships with staff.

## 8—Clear Vision, Mission, and Purpose

Describe the program's clear vision, mission, and purpose.

The Lakeside School Community dedicates itself to providing a challenging environment that is committed to each student's development of:

A love of lifelong learning  
The academic, vocational and social skills necessary for personal fulfillment  
A respect for self and others  
An appreciation for the arts  
A sense of responsibility to our community and our global environment  
A realization for the need for peaceful resolution of conflict

Core Values

High Achievement for All LUSD Students  
Our schools are dedicated to teaching students to be involved, active learners who think critically, learn continuously, collaborate constructively, communicate effectively, persevere relentlessly and care deeply. We emphasize high academic expectations for all students, and support them to reach their full potential to be prepared for college, career and life. We believe these outcomes are attainable for all LUSD students.

Excellence in Expanding Learning  
Passionate, knowledgeable, skillful Childcare Assistants, supported by strong Site Leads, are the core strength of our school district. We expect our faculty, staff and site leaders to provide engaging, challenging, and relevant learning experiences for all students. Excellent teaching begins with strong relationships between staff and students and is nurtured by collaboration among colleagues. We are committed to supporting a professional community that creates an atmosphere of excellence, engaging instruction, and ongoing growth for students and adults alike.

Respect for Human Difference  
We are committed to acknowledging and celebrating the diversity within our community while affirming the importance of our common humanity. By promoting an emotionally safe environment for questioning, debate, and dialogue, we foster the growth and value that comes from different perspectives, cultures and experiences. Our commitment is to create an atmosphere of emotional and intellectual safety in which to express difference while advancing acceptance and respect for all.

Continuous Improvement  
We believe that powerful, relevant goals and clear action plans guide progress over time, and we commit to setting goals, monitoring progress and sharing results. We believe that high standards of responsibility and accountability must be present throughout the system, and we commit to providing resources to enable staff to meet Board goals. When staff, students, parents and the community are responsible and valued partners in the education of our students and active participants in the decision-making process, our entire system is stronger.

# Expanded Learning Opportunities Program Plan

## 9—Collaborative Partnerships

Describe the program’s collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.

The program develops collaborative partnerships that are formalized and clearly articulated through written agreements, and are maintained through on-going meetings and other systems of communication.

The program coordinates a seamless and integrated partnership between the instructional day and expanded learning program.

The program actively outreaches and engages potential partners (public and private) in order to sustain program services.

The program uses culturally and linguistically appropriate strategies to engage families as advocates for their children’s education and healthy development.

The program trains staff to work collaboratively with internal and external stakeholders in order to achieve program goals.

Decision-making as part of a process of continuous improvement is informed by stakeholders such as: Parents, Community partners, District leadership, County Offices of Education, Non-profit organizations, Public officials, Local businesses, Youth

The program seeks to collaborate with the appropriate school, community, regional, statewide, and national stakeholders in order to leverage resources.

Staff engage, communicate, and connect parents to information and services available to them within their community and school.

Staff meet regularly, both formally and informally, with partners to discuss data and agree upon program goals and design.

Staff hold collaborative meetings with both internal and external partners to discuss impact, highlights, and areas of growth.

Participants share their experiences and feedback about the program to inform program design.

## 10—Continuous Quality Improvement

Describe the program’s Continuous Quality Improvement plan.

The program establishes a clearly defined continuous quality improvement process that:

- Outlines improvement goals and action steps
- Includes a timeline with dates for action steps and quality improvement discussions
- Incorporates feedback from staff, youth, parents, and K-12 partners
- Describes the information or data needed to assess quality
- Clearly describes the responsibilities and roles for each person on the improvement team

The program develops a set of guiding questions that are related to the program design, desired program outcomes, and impact.

The program creates a plan for how to gather information from multiple sources that will answer the guiding questions and includes:

- The type of information for each guiding question
- Whom to collect information from
- A timeline for collection

The program establishes a clear procedure for getting consent to collect information from stakeholders that addresses the purpose of the information and how it will be used.

The program records and keeps track of the information it collects in a manner that protects the confidentiality of stakeholders.

The program shares lessons learned and key outcomes from the quality improvement process with stakeholders and requests their feedback.

Staff demonstrate their commitment to continuous improvement on a daily basis through regular self-assessment of individual performance as well as attending professional development and training opportunities that expand their capacity.

Staff help collect data and are supported in using this data to understand strengths and weakness in programming.

Staff engage participants in the continuous quality improvement process by regularly soliciting their feedback about program activities.

Staff share data about the program strengths and challenges with participants, and involve them in program planning and goal setting sessions.

Staff use outcomes to prioritize future work around program design, professional development, and program practices.

As age-appropriate, participants are actively engaged in assessing strengths and weaknesses, and provide input for improvement based on quality standards.



# Expanded Learning Opportunities Program Plan

## 11—Program Management

Describe the plan for program management.

The program creates and annually updates manuals that:

- Address fiscal management, personnel policies, and program operation
- Include clearly defined policies, procedures, practices, and staff/partner roles
- Adhere to federal, state, and local requirements

The program creates and distributes user-friendly parent handbooks that describe policies and procedures, and that are available in languages spoken by parents.

The program has a clear organizational structure, which allows staff to focus on the needs of participants, and includes:

- Staff job descriptions
- Lines of supervision
- Information about who to ask for resources
- The percentage of direct service and administrative costs that is allocated for each position

The program has a strong fiscal management system that includes:

- A well-documented budget with line item expenses and the duration and amount of each revenue source
- Enough flexibility for managers at the program and site levels to make allocation decisions as needed throughout the year

The program has the appropriate insurance to protect staff, administrators, volunteers, participants, and parents.

The program maintains written agreements that define roles and responsibilities of all subcontractors and partners.

Staff at the program and site level use various well-defined channels of communication, including regular meetings, with all stakeholders.

Staff at the program and site level keep up-to-date and accessible records on all participants and employees.

Site coordinators manage site-level budgets, have the flexibility to make site-level decisions about spending, track their expenses using the program's fiscal management system, and have a process for requesting additional funds when needed.

Managers at all levels take advantage of opportunities to develop management and leadership skills, and stay informed about new research, best practices, and innovations in expanded learning programs.

## General Questions

### Existing After School Education and Safety (ASES) and 21<sup>st</sup> Community Learning Centers (21<sup>st</sup> CCLC) Elementary and Middle School grantees.

ASES, 21<sup>st</sup> CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

Students who qualify for ELO-P funding are entitled to all of the same resources that we currently offer our tuition and ASES students, such as: after school tutoring, sports, academic enrichment, STEAM rotations, community outreach programs, supper program, cooking clubs, agriculture club, science club, field trips, and more

ELO-P funding will be used to hire and retain more staff, sponsor families who wouldn't otherwise qualify for our tuition or ASES program, transportation for after school sports and/or field trips, offer more community outreach programs,

# Expanded Learning Opportunities Program Plan

## Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

We currently offer before school and after school care for EAK, TK, and/or Kindergarten at 6 of our 9 schools. Younger students have their own playground while outside and their own classroom/inside space for academic enrichment and play. Having our own space for EAK/TK/Kinder allows our specialized staff to focus on the needs of the younger students.

The LUSD ESS Program is available from 6am - 6pm on all school sites. Employees with Child Development credits are assigned to the younger students.

## Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.

ESS (tuition & ASES sites) currently operates a 12 hour (6am - 6pm) program year round.

ESS (tuition & ASES sites) have provided childcare for EAK/TK/Kinder for the past several years.

School Day -

Open from 6am - start school time

Students have the opportunity to eat their breakfast, play games, work on STEM activities, run/walk laps around the track, finish homework, speak with staff about any social/emotional problems.

End of school time - 6pm

Enrichment hour - work on homework, STEM activities, community outreach projects.

Supper Program - each day students get a hot fresh meal

Organized play - team sports, playground, board games, electronics

Summer -

6am - 6pm

Free meals, daily STEAM rotations, weekly field trips

## **Expanded Learning Opportunities Program Plan**

**Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:**

***EC Section 46120(b)(2):***

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple schoolsites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

***EC Section 46120(b)(1)(A):***

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

***EC Section 46120(b)(1)(B):***

For at least 30 nonschooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

# Expanded Learning Opportunities Program Plan

## **EC Section 46120(b)(3):**

[LEAs] shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

## **EC Section 46120(b)(4):**

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

## **EC Section 46120(b)(6):**

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

## **EC Section 46120(c):**

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

## **EC Section 8482.3(d):**

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

## **EC Section 8482.6:**

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program

## **Expanded Learning Opportunities Program Plan**

that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

### ***EC sections 8483.4 and 46120(b)(2)(D):***

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

### ***EC Section 8482.3(c)(1)(A–B):***

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

**Agenda Item:**

Rejection of JPA Claim #22-05700

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

The District recommends rejection of JPA Claim #22-05700, regarding a vehicle accident on 12/29/2021. A district driver collided with a third-party car making a right turn at Woodside and Winter Gardens Blvd.

**Fiscal Impact (Cost):**

\$0.00

**Funding Source:**

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

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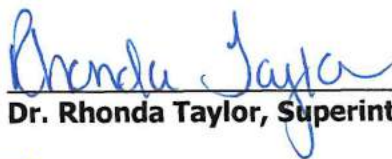
**Originating Department/School:** Business Services

**Submitted/Recommended By:**



**Lisa Davis, Assistant Superintendent**

**Approved for Submission to the Governing Board:**



**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member** \_\_\_\_\_

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

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**Agenda Item:**

Adoption of the revised Local School Wellness Policy in compliance with Management Bulletin SNP-13-2017.

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

The District's Local School Wellness Committee is comprised of stakeholders who discuss, plan, and implement wellness initiatives for the district's students and staff. The Local School Wellness Committee oversees the Local School Wellness Policy and implements revisions to the policy as new federal or state guidance or standards are issued. The revisions made to the Local School Wellness Policy are in compliance with the Nutrition Services Management Bulletin SNP-13-2017 issued by the California Department of Education.

**Fiscal Impact (Cost):**

There is no fiscal impact.

**Funding Source:**

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

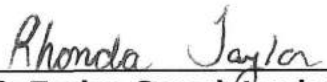
- |  |   |
|--|---|
| <input type="checkbox"/> Informational       | <input type="checkbox"/> Denial/Rejection                                       |
| <input type="checkbox"/> Discussion          | <input type="checkbox"/> Ratification   |
| <input type="checkbox"/> Approval            | <input type="checkbox"/>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

**Originating Department/School:** Child Nutrition

**Submitted/Recommended By:**

  
\_\_\_\_\_  
Principal/Manager

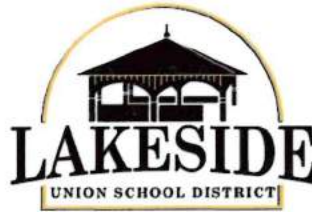
**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member** 

Administration:

RHONDA L. TAYLOR, Ed.D.  
*Superintendent*  
NATALIE WINSPEAR, Ed.D.  
*Assistant Superintendent*  
LISA DAVIS  
*Assistant Superintendent*



Board of Trustees:

HOLLY FERRANTE  
ANDREW HAYES  
LARA HOEFER MOIR  
BONNIE LA CHAPPA  
DON WHISMAN

## Lakeside Union School District Local School Wellness Policy

### *Preamble*

Lakeside USD (hereto referred to as the District) is committed to the optimal development of every student. The District believes that for students to have the opportunity to achieve personal, academic, developmental, and social success, we need to create positive, safe, and health promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during, and after the school day, are strongly correlated with positive student outcomes. Conversely, less than-adequate consumption of specific foods including fruits, vegetables, and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education, and extracurricular activities – do better academically.<sup>1</sup>

This policy outlines the District’s approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this policy establishes goals and procedures to ensure that:

- Students in the District have access to healthy foods throughout the school day—both through reimbursable school meals and other foods available throughout the school campus—in accordance with Federal and state nutrition standards;
- The District recognizes the importance of developing policies in line with the most currently available scientific data and research;
- Students receive quality nutrition and physical education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active before, during, and after school;
- Schools engage in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of the District in creating continuity between school and other settings for students and staff to practice lifelong healthy habits; and
- The District establishes and maintains an infrastructure for management, oversight, implementation, communication about, and monitoring of the policy and its established goals and objectives.

This policy applies to all students, staff, and schools in the District.



## **I. District Wellness Committee**

### ***Committee Role and Membership***

The DWC will convene a representative district wellness committee that meets at least three times per year to establish goals for and oversee school health and safety policies and programs, including development, implementation, and periodic review and update of this district-level wellness policy (heretofore referred as “wellness policy”).

The District’s Wellness Committee membership will represent all school levels (elementary and secondary schools) and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the school nutrition program; physical education teachers; health education teachers; school health professionals; school administrators; school board members; health professionals; teachers; Supplemental Assistance Program Education coordinators; and the general public. To the extent possible, the DWC will include representatives from each school site and reflect the diversity of the community.

### ***Leadership***

The Child Nutrition Director or designee(s) will convene the DWC and facilitate development of and updates to the wellness policy, and will ensure each school’s compliance with the policy.

## **II. Wellness Policy Implementation, Monitoring, Accountability, and Community Engagement**

### ***Implementation Plan***

The District will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions, and timelines specific to each school, and includes information about who will be responsible to make what change, by how much, where, and when, as well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education, and other school-based activities that promote student wellness.

This wellness policy and the progress reports can be found at the Lakeside Union School District web site and at each school location.

## ***Recordkeeping***

The District will retain records to document compliance with the requirements of the wellness policy. Documentation maintained in this location will include but will not be limited to:

- The written wellness policy;
- Documentation demonstrating compliance with community involvement requirements, including (1) Efforts to actively solicit DWC membership from the required stakeholder groups; and (2) These groups' participation in the development, implementation, and periodic review and update of the wellness policy;
- Documentation of annual policy progress reports for each school under its jurisdiction;
- Documentation demonstrating compliance with public notification requirements, including:
  - (1) Methods by which the wellness policy, annual progress reports, and triennial assessments are made available to the public; and
  - (2) Efforts to actively notify families about the availability of wellness policy.

## ***Annual Progress Reports***

The District will compile and publish an annual report to share basic information about the wellness policy and any updates available to the Local School Wellness Policy and report on the progress of the schools within the district in meeting wellness goals. This annual report will be published around the same time each year, and will include information from each school within the District. This report will include, but is not limited to:

- The website address for the wellness policy and/or how the public can receive/access a copy of the wellness policy;
- A description of each school's progress in meeting the wellness policy goals;
- A summary of each school's events or activities related to wellness policy implementation;
- The name, position title, and contact information of the designated District policy leader(s) identified in Section I; and
- Information on how individuals and the public can get involved with the DWC or SWC.

The District will actively notify households/families of the availability of the annual report.

The DWC will establish and monitor goals and objectives for the District's schools, specific and appropriate for each instructional unit.

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### ***Revisions and Updating the Policy***

The DWC will update or modify the wellness policy based on the results of the annual progress reports and/or as District priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued.

### ***Triennial Assessment***

The district shall conduct an assessment of the Local School Wellness Policy every three years and the Child Nutrition Director or designee shall inform the public of the district's progress towards meeting the goals of the wellness policy, including the availability of the triennial district assessment. (Education Code 49432; 42 USC 1758b; 7 CFR 210.31).

### ***Community Involvement, Outreach, and Communications***

The District is committed to being responsive to community input, which begins with awareness of the wellness policy. The District will actively communicate ways in which representatives of DWC and others can participate in the development, implementation, and periodic review and update of the wellness policy through a variety of means appropriate for that district. The District will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The District will use electronic mechanisms; such as email or displaying notices on the district's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy. The District will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that then district and individual schools are communicating other important school information with parents.

The District will actively notify the public about the content of or any updates to the wellness policy annually.

### III. Nutrition

#### *School Meals*

Our school district is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; moderate in sodium, low in saturated fat, and zero grams trans-fat per serving (nutrition label or manufacturer's specification); and to meet the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns, and support healthy choices while accommodating cultural food preferences and special dietary needs.

All schools within the District participate in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and any other available programs for which it is eligible. All schools within the District are committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations.
- Promote healthy food and beverage choices

Schools are encouraged to provide at least 10 minutes to eat breakfast and at least 20 minutes to eat lunch, counting from the time they have received their meal and are seated. Students are served lunch at a reasonable and appropriate time of day.

## ***Water***

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day and throughout every school campus. The District will make drinking water available where school meals are served during mealtimes.

## ***Foods Not Intended for Consumption at School: Competitive Foods and Beverages, Celebrations and Rewards***

The District is committed to ensuring that all foods and beverages available to students on the school campus during the school day and up to 30 minutes after the end of the school day support healthy eating and reflect the District's Commitment to state and federal nutrition standards and meet or exceed the Smart Snacks in School standards. The District intends that students with medical conditions and allergies are not put at risk and that the District is allied with parents in feeding children in a healthy way.

1. Students or adults selling food during the school day should have received training and be provided with resources to be able to determine whether the items are intended for consumption during the school day. All such sales must comply with state or local health department requirements.
2. Classroom parties and celebrations should not be held during school meal periods.
3. Students or adults providing food for parties and celebrations should be aware that foods that comply with the USDA and California state nutrition standards are the most appropriate for a school setting.
4. Students or adults providing food as a reward should be aware that foods that comply with the USDA and California state nutrition standards are the most appropriate for a school setting.
5. Food and beverages should not be withheld as a punishment.
6. The principal may determine any special circumstances in which non-compliant foods should be made available to students during the school day. These should be limited to infrequent events.
7. Classroom celebrations which include food that does not comply with the USDA and California state nutrition standards should be limited to no more than twice per school year.

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*United States Department of Agriculture Smart Snacks in School Criteria*

- For elementary school aged children, the item must be a fruit, vegetable, dairy, protein, or whole grain rich food items; or foods with a fruit, vegetable, dairy, protein, or whole grain item as its first ingredient; or combination foods containing at least one-quarter cup of fruit or vegetable that meets the following standards:
  1. Not more than 35 percent of its total calories shall be from fat. This shall not apply to individually sold portions of nuts, nut butters, seeds, seed butters,
  2. reduced-fat cheese or part skim mozzarella cheese packaged for individual sale, eggs, fruits, vegetables that have not been deep fried, seafood, or a dried fruit and nut and seed combination.
  3. Less than 10 percent of its total calories shall be from saturated fat. This shall not apply to reduced-fat cheese or part skim mozzarella cheese packaged for individual sale, eggs, nuts, nut butters, seeds, seed butters, or a dried fruit and nut and seed combination.
  4. Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugar. This shall not apply to fruits, vegetables that have not been deep fried, or a dried fruit and nut and seed combination.
  5. Contains less than 0.5 grams of trans fat per serving.
  6. Contains not more than 200 milligrams of sodium per item, package, or container sold to a pupil.
  7. Contains not more than 200 calories per individual food item.

- For middle school aged children, the item must be a fruit, vegetable, dairy, protein, or whole grain rich food items; or foods with a fruit, vegetable, dairy, protein, or whole grain item as its first ingredient; or combination foods containing at least one-quarter cup of fruit or vegetable that meet all of the following standards:
  1. Not more than 35 percent of its total calories shall be from fat. This does not apply to the sale of nuts, nut butters, seeds, seed butters, reduced-fat cheese or part skim mozzarella cheese packaged for individual sale, eggs, fruits, vegetables that have not been deep fried, seafood, or a dried fruit and nut and seed combination.
  2. Less than 10 percent of its total calories shall be from saturated fat. This shall not apply to reduced-fat cheese or part skim mozzarella cheese packaged for individual sale, eggs, nuts, nut butters, seeds, seed butters, or a dried fruit and nut and seed combination.
  3. Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugars. This shall not apply to the sale of fruits, vegetables that have not been deep fried, or a dried fruit and nut and seed combination.
  4. Contains less than 0.5 grams of trans fat per serving.
  5. Contains not more than 200 milligrams of sodium per item, package, or container sold to a pupil.
  6. Contains not more than 200 calories per individual food item.

***A competitive entrée must meet the following criteria***

- Contains not more than 400 calories per entrée item.
- Not more than 35 percent of its total calories shall be from fat.
- Contains less than 0.5 grams trans-fat per serving.
- Is offered in the same or smaller portion sizes as in the federal National School Lunch Program or federal School Breakfast Program.
- From the midnight before to 30 minutes after the end of the official school day, at each middle school or high school, a competitive entrée sold by the district food service department but not the day, or the day after, it is served on the federal National School Lunch Program or federal School Breakfast Program menu, or a competitive entrée sold by any other entity, shall meet the following standards:
  - Not more than 35 percent of its total calories shall be from fat.
  - Less than 10 percent of its calories shall be from saturated fat.
  - Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugar.
  - Contains less than 0.5 grams of trans fat per serving.
  - Contains not more than 480 milligrams of sodium.
  - Contains not more than 350 calories.

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## ***Beverages***

- From the midnight before to 30 minutes after the end of the official school day, at each elementary or middle school, the only competitive beverages that may be sold to a pupil are the following:
- (A) Fruit-based drinks that are composed of no less than 50 percent fruit juice and have no added sweetener in a maximum serving size of 8 fluid ounces for elementary school or 12 fluid ounces for middle school
- (B) Vegetable-based drinks that are composed of no less than 50 percent vegetable juice and have no added sweetener in a maximum serving size of 8 fluid ounces for elementary school or 12 fluid ounces for middle school.
- (C) Plain water or plain carbonated water.
- (D) One-percent-fat unflavored milk, nonfat flavored or unflavored milk, soy milk, rice milk, almond milk, and other similar nondairy milk in a maximum serving size of 8 fluid ounces for elementary school or 12 fluid ounces for middle school.
- (E) A beverage shall not contain caffeine with the exception of trace amounts of naturally occurring caffeine substances.

## ***Fundraising***

Many extracurricular programs rely on fundraisers to support their activities. Foods items that do not comply with the standards in Education Code 49431.2 may be permitted in any of the following circumstances:

- The sale takes place off and away from school premises.
- The sale takes place on school premises at least one-half hour after the end of the school day.
- The sale occurs during a school-sponsored student activity after the end of the school day.

Fundraising may take place during school hours if the following guidelines listed below are met:

1. The student organization shall sell only one food item per sale.
2. The specific nutritious food item is approved by the Superintendent or designee.
3. The sale does not begin until after the close of the regularly scheduled midday food service period.
4. The sale during the regular school day is not of food items prepared on the premises.
5. There are no more than four such sales per year per school.
6. The food sold is a dessert-type food, such as pastry, ice cream, or fruit.
7. The food sold is not one sold in the district's food service program at that school during that school day.

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### ***Nutrition Promotion***

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout schools, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by school staff and teachers, parents, students, and the community.

The District will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs.

### ***Nutrition Education***

The District aims to teach, model, encourage, and support healthy eating by students. Schools will provide nutrition education and engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences, and elective subjects;
- Include enjoyable, developmentally-appropriate, culturally-relevant, and participatory activities;
- Promote fruits, vegetables, whole-grain products, low-fat and fat-free dairy products, and healthy food preparation methods;
- Emphasize caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Link with school meal programs, cafeteria nutrition promotion activities, school gardens, Farm to School programs, other school foods, and nutrition-related community services;
- Teach media literacy with an emphasis on food and beverage marketing; and
- Include nutrition education training for teachers and other staff

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## *Food and Beverage Marketing in Schools*

The District is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The District strives to teach students how to make informed choices about nutrition, health, and physical activity. These efforts will be weakened if students are subjected to advertising on District property that contains messages inconsistent with the health information the District is imparting through nutrition education and health promotion efforts. It is the intent of the District to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with the District's wellness policy.

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the USDA and California state school nutrition standards. Fundraisers that are held off-site and outside of school hours may be advertised. Food advertising and marketing is defined as an oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller, or any other entity with a commercial interest in the product. This term includes, but is not limited to the following:

- Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container.
- Displays, such as on vending machine exteriors.
- Corporate brand, logo, name, or trademark on school equipment, such as marquees, message boards, scoreboards, or backboards
- Corporate brand, logo, name, or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans, and other food service equipment; as well as on posters, book covers, pupil assignment books, or school supplies displayed, distributed, offered, or sold by the District.
- Advertisements in school publications or school mailings.
- Free product samples, taste tests, or coupons of a product, or free samples displaying advertising of a product.

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#### IV. Physical Activity

Children and adolescents should participate in 60 minutes of physical activity every day. A substantial percentage of students' physical activity can be provided through a comprehensive, school-based physical activity program (CSPAP) that includes the following components: physical education, recess, classroom-based physical activity, and walk and bicycle to and from school. Schools will ensure that these varied opportunities are in addition to, and not as a substitute for, physical education.

To the extent practicable, the District will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The District will conduct necessary inspections and repairs.

##### *Physical Education*

The District will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts.

All students will be provided equal opportunity to participate in physical education classes. The District will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

All District elementary students in each grade will receive physical education for at least 60-89 minutes per week throughout the school year. All District secondary students are required to take the equivalent of one academic year of physical education.

##### *Recess (Elementary)*

The District recognizes that recess provides a necessary break in the day for optimizing children's development and that cognitive processing and academic performance depend on regular breaks from concentrated class work.

All elementary schools will offer no less than 15 minutes of recess on all or most days during the school year. This policy may be waived on early dismissal or late arrival days.

**Outdoor recess** will be offered when weather is feasible for outdoor play. In the event that the school or district must conduct **indoor recess**, teachers and staff will follow the indoor recess guidelines that promote physical activity for students, to the extent practicable. Recess will complement, not substitute, physical education class. Recess monitors or teachers will encourage students to be active, and will serve as role models by being physically active alongside the students whenever feasible.

Withholding recess as a punishment is not appropriate.

### *Active Academics*

Teachers will incorporate movement and kinesthetic learning approaches into “core” subject instruction when possible (e.g., science, math, language arts, social studies, and others) and do their part to limit sedentary behavior during the school day. The District will support classroom teachers incorporating physical activity and employing kinesthetic learning approaches into core subjects. Teachers will serve as role models by being physically active alongside the students whenever feasible.

### *Before and After School Activities*

The District offers opportunities for students to participate in physical activity either before and/or after the school day (or both) through a variety of methods. The District will encourage students to be physically active before and after school.

### *Active Transport*

The District will support active transport to and from school, such as walking or biking.

## **V. Other Activities that Promote Student Wellness**

The District will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues, and physical activity facilities. The District will coordinate and integrate other initiatives related to physical activity, physical education, nutrition, and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development, and strong educational outcomes.

### *Community Partnerships*

The District will develop, enhance or continue relationships with community partners in support of this wellness policy’s implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with the wellness policy and its goals.

### *Community Health Promotion and Engagement*

The District will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school-sponsored activities and will receive information about health promotion efforts.

### *Free and Reduced Priced Meals*

The District and schools will make every effort to eliminate any social stigma associated with, and prevent the overt identification of students eligible for, free and reduced-price school meals.

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### *Professional Learning*

When feasible, the District will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help District staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

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<sup>1</sup> Bradley, B, Green, AC. Do Health and Education Agencies in the United States Share Responsibility for Academic Achievement and Health? A Review of 25 years of Evidence About the Relationship of Adolescents' Academic Achievement and Health Behaviors, *Journal of Adolescent Health*. 2013; 52(5):523–532.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

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**Agenda Item:**

Approval of the April 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:**

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

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**



**Lisa Davis, Assistant Superintendent**

**Approved for Submission to the Governing Board:**



**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member** \_\_\_\_\_

### LUSD CONTRACTS 2021-22

Agency Name	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
<b>Multi-Year</b>						
Western Environmental & Safety Tech	BOND: Asbestos and Lead Removal-Lakeside Farms	V2022-083	BOND	7/1/2021	6/30/2022	\$18,677.00
San Diego Occupational Therapy	IEE OT Evaluation	I2022-029	SPED	3/1/2022	6/30/2022	\$1,920.00
Western Environmental & Safety Tech	Bond: Asbestos and Lead Removal-Lindo Park	V2022-084	BOND	1/1/2022	3/31/2022	\$1,299.00
Merit Whitney Addendum	Transportation Services	I2022-008A	TRANS	2/1/2022	6/29/2022	\$10,000.00
Solution Tree, Inc	Professional Development	V2022-085	LINDO PARK	2/2/2022	6/30/2022	\$8,000.00
Alexandria Library Automation Software/COMPanion Corporation	Library Automation Software and Service	V2022-086	ED SERVICES		7/15/2023	\$9,057.57
Project Lead The Way	LMS/TDS Project Lead the Way Program	V2022-087	LMS/TDS		Ongoing	\$950/per site



WESTERN ENVIRONMENTAL & SAFETY TECHNOLOGIES LLC

3/3/2022

Todd Owens  
Lakeside Union School District  
12335 Woodside Ave.  
Lakeside, California 92040

LUSD  
Contract #  
V2022-083

Re. Asbestos and Lead Removal Consultation Proposal: Lakeside Farms Elementary School Modernization (Old Food service area and Administration Building)

I am pleased to offer you the following information regarding the professionally completed hazardous material removal consultation services associated with the Lakeside Farms Elementary School Modernization Project currently taking place.

**Scope of Work / Asbestos Removal On-site Consultation and Oversight Services**

- 1) Provide State of California Certified personnel to conduct asbestos confirmational sampling and reporting. Provide State of California Certified personnel to prepare asbestos, lead paint, and universal waste removal specifications. Coordinate hazardous material removal contractors to supply bid quotes to the LUSD.
- 2) Provide State of California Certified personnel to conduct asbestos control procedures / removal operations approval and pre-removal background air sampling. Provide State of California Certified personnel to conduct on site asbestos removal air monitoring during the actual asbestos removal activities.
- 3) Analyzed air samples collected during the asbestos removal. (Phase Contrast Microscopy Analysis – PCM Samples)
- 4) Provide State of California Certified personnel to conduct asbestos removal verification of completion and final visual inspections of the asbestos removal containment spaces.
- 5) Analyze air samples collected after completion of asbestos removal. (Transmission Electron Microscopy TEM samples)
- 6) Prepare a written report of findings and information regarding the asbestos removal that has been completed. The information will be reviewed, approved, and signed off by a State of California Certified Asbestos Consultant.

<b>WEST anticipates the following consultation / Specification / Monitoring costs</b>			
<b>Confirmation Asbestos Sampling</b>			
On-site Inspector (Certified Asbestos Consultant - CAC)	4 hours	@ \$160.00 hr.	\$640.00
Asbestos Bulk Sample Analysis (PLM)	16 samples	@ \$26.00 each	\$416.00
Asbestos Bulk Sample Report (reporting project flat rate)	Flat Rate		\$195.00
<b>Specification Preparation</b>			
Sr. Staff (Principle in Charge) – Asbestos Removal Specification	Flat rate	1 spec	\$550.00
Sr. Staff (Principle in Charge) – Lead Paint Removal Specification	Flat rate	1 spec	\$525.00
Sr. Staff (Principle in Charge) – Universal Waste Removal Specification	Flat rate	1 spec	\$425.00
<b>Hazardous Material Remediation Site Work Consultation Activities</b>			
Sr. Staff (Principle in Charge)	8 hours	@ \$160.00 hr.	\$1,280.00
On-site Inspector (Certified Asbestos Consultant - CAC)	32 hours	@ \$153.00 hr.	\$4,896.00
On-site Inspector (Site Surveillance Technician - SST)	40 hours	@ \$135.00 hr.	\$5,400.00
Personal Protective Equipment / Air monitoring equipment / Field Vehicle usage	9-10 days	No Charge	\$0
Transmission Electron Microscopy (TEM – AHERA Finals – 24 hr.)	14 samples	@ \$175.00 / ea.	\$2,450.00
Phase Contrast Microscopy (PCM Analysis – Rush turn around – 6 hr.)	10 samples	@ \$36.00 / ea.	\$360.00
Phase Contrast Microscopy (PCM Analysis – 24 hr.)	40 samples	@ \$22.00 / ea.	\$880.00
<b>Project Completion – Closeout Reporting</b>			
Sr. Staff (Principle in Charge)	4 hours	@ \$160.00 hr.	\$660.00
Clerical / Reproduction	2 hours	No Charge	\$0
<b>Total Cost Estimate</b>			<b>\$18,677.00</b>

If I can answer any questions or supply you with any additional information regarding this cost proposal, please do not hesitate to contact me at (619) 571-3987.

Respectfully submitted,

2189 9010746 0000 8500 6200042 018 670

**David Christy**  
Certified Asbestos Consultant - CAC# 92-0703  
DHS Certified Lead Supervisor - S-5463  
Tel: (858) 271-1842 (office) Tel: (619) 571-3987 (cell)  
FAX: (858) 271-1856 Email: [gowestdc@msn.com](mailto:gowestdc@msn.com)

2820 Carleton Street • #25 • San Diego • California • 92106  
phone (858) 271-1842 fax (858) 271-1856

<u>0100</u>	-	<u>00000000</u>	-	<u>0000</u>	-	<u>2700</u>	-	<u>5800021</u>	-	<u>189</u>	-	<u>640</u>
Fund		Res.		Goal		Func.		Object		School		Op. Unit

**LAKESIDE UNION SCHOOL DISTRICT**

**Independent Contractor Agreement**

Contract No. J2022-029 PO No. \_\_\_\_\_

This agreement is hereby entered into between Lakeside Union School District, herein after referred to as "District," and

San Diego Occupational Therapy admin@sandiegooccupationaltherapy.com

Contractor Name Email Address

6264 Ferris Sq. \_\_\_\_\_

Mailing Address

San Diego CA 92121 45-5218947

City State Zip Code Taxpayer ID No.

Herein after referred to as "Contractor."

**WHEREAS**, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, District is in need of such special services and advice, and

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

**NOW, THEREFORE**, the parties agree as follows:

1. **Scope of Services:** IEE OT Evaluation as part of a settlement agreement
  
2. **Term.** Contractor shall commence providing services under this Agreement on March 1, 2022, and will diligently perform as required and complete performance by June 30, 2022.
  
3. **Location:** (Please name site or department) Special Education.
  
4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee **not to exceed** \$1920.00 and/or (\$ \_\_\_\_\_ )/hr. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the Business Services office.
  
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:  
N/A

6. **Standard of Performance.** Contractor shall, in good and workmanlike manner, in accordance with the highest professional standards, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances. Contractor shall, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
8. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
10. **Confidentiality and Use of Information.**
  - a.) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
  - b.) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
11. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary during the term of this Agreement and for four (4) years from the date of final payment under this Agreement, Contractor shall make available to District for examination at District's place of

business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

12. **Works for Hire/Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

13. **Termination.**

**Termination for Convenience:** At any time and without need for cause, the District may terminate this Agreement by delivering written notice of termination to the Contractor. The Contractor shall be deemed to have received written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The termination shall take effect immediately upon receipt of the written notice, unless the notice specifies a later date as the effective date of the termination. As of the effective date of the termination, the Contractor shall cease all work pursuant to this Agreement. The District and the Contractor expressly agree that, in the event of termination for convenience, the District will be required to compensate the Contractor only for services satisfactorily rendered prior to the effective date of termination.

**Termination for Cause:** At any time it believes it has sufficient cause the District may deliver written notice to the Contractor of the District's intent to terminate this Agreement for cause. The Contractor shall be deemed to have received the written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The written notice shall set forth in reasonable detail the cause(s) underlying the District's intent to terminate this Agreement. Sufficient cause for termination shall include: (a) any material breach of this Agreement by the Contractor, including any failure by Contractor to reasonably perform its obligations pursuant to this Agreement; (b) any act by Contractor exposing the District to liability for, or resulting in District liability for, personal injury or property damage; (c) any act by Contractor exposing the District to liability for, or resulting in District liability for, fraudulent or other wrongful acts; and (d) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. This Agreement shall terminate fifteen days after receipt by the Contractor of the written notice, unless Contractor has corrected or eliminated the matters forming the cause(s) for termination and provided evidence thereof satisfactory to the District, or Contractor has made arrangements for the correction or elimination of such matters satisfactory to the District. In the event of such termination for cause, all work and services of the Contractor provided prior to the termination shall be the property of the District, and the District may complete the services required under this Agreement by any other means the District determines reasonable. The Contractor shall be liable for all damages incurred by the District as a result of the Contractor's breach of its obligations pursuant to this Agreement, acts exposing the District to liability, and/or acts resulting in District liability. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Insurance, Indemnification and Hold Harmless.**

- a.) The Contractor shall, at his or her expense, carry adequate insurance to fully protect both the Contractor and the District from any and all claims of any nature for damage to property or for

personal injury including death, which may arise while the Contractor is traveling to or from a work-related location. Such insurance shall be subject to the District's review and approval prior to provisions of the Services described herein.

- b.) To the fullest extent permitted by law, the Contractor shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, agents, employees and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.
15. **Worker's Compensation Insurance.** Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Accordingly, Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend, indemnify and hold the District, its officials, officers, agents and employees harmless from such claim.
16. **Fingerprinting Requirements** The District anticipates that the Contractor:
- will not have contact with any students of the District
  - will have limited contact with students and will be supervised by a District employee at all times.
  - will have contact with students and must comply with the District's standard criminal background checks process pursuant to Education Code Section 45125.1. Contact Director of Human Resources for assistance if needed.
17. **California Labor Code Requirements.**
- a.) The Contractor certifies that it is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend,

indemnify and hold the District, its officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- b.) If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). The Contractor shall maintain registration for the duration of this Agreement and require the same of any subcontractors. The services performed under this Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.
18. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Compliance with Applicable Laws.** The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
20. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
21. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
22. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
23. **Nondiscrimination in Employment.** Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
24. **Non-waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
25. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Christine Sinatra  
For Contractor: Jeni Perkins

- 26. **Notice.** All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
- 27. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 28. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
- 29. **Warranty of Authority.** Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 1 day of March, 2022.

Lakeside Union School District  
SCHOOL DISTRICT

Signature of Authorized Agent  
Lisa Davis  
Typed or Printed Name  
Assistant Superintendent  
Title  
Board Approval Date: \_\_\_\_\_

San Diego Occupational Therapy  
CONTRACTOR

  
Signature of Authorized Agent  
Stephanie Drummond  
Typed Name  
45-5218947  
Social Security or Taxpayer I.D. No.  
619-940-4128  
(Area Code) Telephone Number

WESTERN ENVIRONMENTAL & SAFETY TECHNOLOGIES LLC

**LUSD  
Contract #  
V2022-084**

3/3/2022

Todd Owens  
Lakeside Union School District  
12335 Woodside Ave.  
Lakeside, California 92040

Re. Asbestos and Lead Removal Consultation Proposal: Lindo Park Elementary School Modernization  
(Covered walkway asbestos stucco removal)

I am pleased to offer you the following information regarding the professionally completed hazardous material removal consultation services associated with the Lindo Farms Elementary School Modernization Project currently taking place.

**Scope of Work / Asbestos Removal On-site Consultation and Oversight Services**

- 1) Provide State of California Certified personnel to conduct asbestos control procedures / removal operations approval and pre-removal background air sampling. Provide State of California Certified personnel to conduct on site asbestos removal air monitoring during the actual asbestos removal activities.
- 2) Analyzed air samples collected during the asbestos removal. (Phase Contrast Microscopy Analysis – PCM Samples)
- 3) Provide State of California Certified personnel to conduct asbestos removal verification of completion and final visual inspections of the asbestos removal containment spaces.
- 4) Prepare a written report of findings and information regarding the asbestos removal that has been completed. The information will be reviewed, approved, and signed off by a State of California Certified Asbestos Consultant.

<b>WEST anticipates the following consultation / Specification / Monitoring costs</b>			
<b>Hazardous Material Remediation Site Work Consultation Activities</b>			
Sr. Staff (Principle in Charge)	1 hour	@ \$153.00 hr.	\$153.00
On-site Inspector (Site Surveillance Technician - SST)	8 hours	@ \$135.00 hr.	\$1080.00
Personal Protective Equipment / Air monitoring equipment / Field Vehicle usage	1 day	No Charge	\$0
Phase Contrast Microscopy (PCM Analysis – 24 hr.)	3 samples	@ \$22.00 / ea.	\$66.00
<b>Total Cost Estimate</b>			<b>\$1,299.00</b>

If I can answer any questions or supply you with any additional information regarding this cost proposal, please do not hesitate to contact me at (619) 571-3987.

Respectfully submitted,

**David Christy**  
Certified Asbestos Consultant - CAC# 92-0703  
DHS Certified Lead Supervisor - S-5463  
☎ Tel: (858) 271-1842 (office)    ☎ Tel: (619) 571-3987 (cell)  
✉ FAX: (858) 271-1856            ✉ Email: [gowestdc@msn.com](mailto:gowestdc@msn.com)

2139 9010748 0000 8500 6200042 018 670



0100	0982/0983	0000/5001	3600	5800000	189	750
Fund	Res.	Goal	Func.	Object	School	Op. Unit

Lakeside Union School District

Addendum # 1 to Contract # 12022-008A

This is an Addendum to the Contract between Lakeside Union School District, and Merit J Whitney for services to be conducted from February 2022 through June 2022. The previous contract was board approved on June 29, 2021.

May it be known that the undersigned parties agree to make the following changes and or/additions that are outlined below.

Scope of Service Changes or Additions:

Additional time needed for training.

Compensation Changes or Additions:

Not to exceed \$10,000.

No other terms or conditions of the above mentioned contract shall be changed as a result of this addendum.

Lakeside Union School District

[Signature]

Signature of Authorized Agent

Title Assistant Supt.

MERIT WHITNEY

Contractor

[Signature]

Signature of Authorized Agent

Title Consultant, Driver  
Instructor

Board Approval Date:



LUSD  
Contract #  
✓2022-085

**Solution Tree, Inc.  
Purchase Agreement**

Effective January 21, 2022, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Lakeside Union ESD- Lindo Park ES ("Customer") located at 12824 Lakeshore Dr. Lakeside, CA US 92040 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Professional Development	\$8,000.00
<b>Total</b>	<b>\$8,000.00</b>

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$1,600.00	Upon execution of Agreement
Virtual Professional Development	\$1,200.00	February 2, 2022
Onsite Professional Development	\$5,200.00	May 4, 2022

3. **Onsite and Virtual Professional Development**

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Toby Arritola ("Associate"), to disseminate information for Customer on the topic of *PLC at Work*® virtually for 75 minutes on February 2, 2022.

**Description of Services:** Solution Tree agrees to provide a speaker, Toby Arritola ("Associate"), to disseminate information for Customer on the topic of *PLC at Work*® on May 4, 2022.

- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**



- 4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.
- 4.2. Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:
- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
  - b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
  - c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
  - d. All obligations unaffected by a Force Majeure Event will remain in place.
- 4.3. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.
- a. **Professional Development:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Professional Development Services.
- 4.4. Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.



This Agreement is acknowledged and accepted by Customer and Solution Tree:

DocuSigned by:  
*Tessa Green* 1/21/2022  
27D8142253804F3...  
Tessa Green Date  
Principal  
Lakeside Union ESD- Lindo Park ES

DocuSigned by:  
*Ali Cummins* 1/28/2022  
AC5A0CA7784C483...  
Ali Cummins Date  
Director of Professional Development  
Solution Tree, Inc.

DocuSigned by:  
*Lisa Davis* 3/25/2022  
7722507C75274FD...  
Lisa Davis Date  
Assistant Superintendent  
Lakeside Union ESD

Alexandria®  
LIBRARY AUTOMATION SOFTWARE



## Explanation of Services for Lakeside Union School District

LUSD  
Contract #  
V2022-086

Written & Composed by:  
Jenessa Everett

## Executive Summary: Why Alexandria?

COMPanion Corporation recognizes the library media program is an essential part of the instructional program. Over our thirty years, the focus of COMPanion Corporation's mission has been to improve student achievement, integrate district standards, and increase the opportunity for student success. With an emphasis on skills that enable students to access and synthesize information, the library media program takes on an important role in the success of the entire school. Through working with current districts, we have found staff and administration both agree that library media programs have a positive, measurable impact on student achievement.

COMPanion Corporation has been a witness to and assisted with the dramatic technological changes school libraries have undergone throughout our thirty years in business. Just as technology is in perpetual motion, so are school libraries. What was once the "quiet zone" of independent studying has now transformed into active information hubs that come alive through collaboration on vibrant projects encompassing many types of resources, including media, print, and digital resources.

One of our educational goals is to ensure that all graduates are literate and possess the knowledge and skills to compete in a global economy. Teacher-librarians promote information literacy, independent learning, and social responsibility as they help students to access, synthesize, produce, and communicate the information they have gained. Library media programs aid in providing opportunities for students to think critically and flourish in a learning community. Alexandria is here to help library media programs encourage and support the collaboration of teachers and teacher-librarians to design authentic learning tasks and assessments as well as identify student information needs.



COMPanion Corporation  
1831 Fort Union Blvd.  
Salt Lake City, UT 84121

## Lakeside Union School District's Proposal Highlights

### Alexandria Highlights

- 24/7/365 Customer Support
- Free updates, upgrades, and major releases
- 100% web-based; supports any device (no apps needed)
- Free cover art
- Multiple setup options
- Maintain library autonomy
- Integrated easy cataloging
- eBook integrations
- Proud partner with GG4L and Clever

### Scanner store details

Alexandria

P: 1-800-347-6439  
F: 1-888-515-3883  
[www.goalexandria.com](http://www.goalexandria.com)





PSYH2	Hosted Subscription Renewal, Second Year SA7806 6/30/23-7/15/23	3	\$ 49.32	\$ 147.96
PSYH2	Hosted Subscription Renewal, Second Year SA7808 6/30/23-7/15/23	1	\$ 41.10	\$ 41.10
PSYH2	Hosted Subscription Renewal, Second Year SA7809 6/30/23-7/15/23	3	\$ 45.21	\$ 135.63

<b>Proposal Note</b>	Operations - Order will come in early, process and get them up on the servers ASAP. Invoice 7/1/2022.	<b>Subtotal</b>	\$ 9,057.57
	Subscriptions are subject to an annual percentage increase	<b>Discount</b>	{ \$ 0.00 }
	License Includes: Unlimited 24/7/365 support for all staff 100% Web-based Hosted solution Daily Data backups Server installation and maintenance Instructional recordings and webinars Access anytime, anywhere - take it with you	<b>Sales Tax</b>	\$ 0.00
		<b>Shipping and Handling</b>	\$ 0.00
		<b>Grand Total</b>	\$ 9,057.57

### Intent to Purchase

The following authorized signature represents our intent to purchase the proposed product and services. By indicating our intent, we understand this pricing will be valid only until the specified proposal expiration date.

Signature:  Date:

Purchase Orders and/or payments should be made to COMPAnion Corporation.

Sales or use tax may be due in connection with this purchase to individuals and businesses. **If you reside in the following states, COMPAnion Corporation will charge states sales tax if applicable:**

AZ, CA, AR, IL, IN, IA, KS, MI, MN, NJ, OH, TN, TX, VA, WA, and WY.

If you reside in any other state the purchaser is required to file a use tax return if tax is due in connection with this related purchase.

**If the contracting entity is exempt from state and local sales tax**, please send the required tax exempt documents immediately to [taxadmin@companioncorp.com](mailto:taxadmin@companioncorp.com)

## Service Agreement

This COMPanion Service Agreement (the "Agreement") is entered into by and between **COMPanion Corporation**, a Utah company with a principal place of business at 1831 East Fort Union Blvd., Salt Lake City, Utah 84121 ("COMPanion"), and ("Customer") as identified below:

Institution Name:

Principal Address:

WHEREAS Customer desires, in exchange for the payment of fees, that COMPanion provide Customer with access to all or a portion of the COMPanion products and services ("COMPanion Services"), as specifically set forth on one or more purchase orders and/or Invoices ("Order Forms") issued to COMPanion.

Now, therefore, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree to the COMPanion Terms of Service located at <http://support.companioncorp.com/pages/viewpage.action?pageId=17605154>

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date this document is electronically signed by the Customer (the "Effective Date").

### COMPanion Corporation

Signature:



*COMPanion Authorized Representative*

### Customer

Signature:



Name:

LISA DAVIS

Title:

Assistant Superintendent

Institution:

Lakeside Union School District

*The date of this agreement is recorded at the time of signing.*



LUSD  
Contract #  
V2022-087

### Terms and Conditions

These terms and conditions outlined in this agreement (“**Agreement**”) are between Lakeside Union School District, located in CA (the “**Program Participant**”) and PROJECT LEAD THE WAY, INC., (“**PLTW**”).

PLTW has established a comprehensive education program (the “**Program**”), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science and PLTW Engineering. In addition, PLTW supports and offers services to a network of school districts, colleges, universities, private sector collaborators, and other organizations.

The Program Participant wants to implement the Program, and PLTW wants to provide the Program to the Program Participant, including access to all Program curricula and annual updates as well as access to the PLTW electronic communication network, online systematic assessment and evaluation, online training, and online program support and additional benefits.

The parties want to work together to maximize the benefit of the Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the Program.

The parties therefore agree as follows:

1. **Registration and Information.** The Program Participant acknowledges that it has executed a Participation Form and registered online with PLTW as of the date of this Agreement for one or more schools or sites, and has identified which distinct curricular program or programs it wishes to implement. In the event that the Program Participant elects to have additional schools or sites added, or elects to make other material changes such as additional curricular programs, the Program Participant must first provide the necessary information required by PLTW.

2. **PLTW Terms of Service & Privacy Policy.** The Program Participant shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by PLTW. The Program Participant agrees that it is responsible for ensuring its compliance with these documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to the Program, any information PLTW may have, and the terms and conditions under which the Program is operated.

3. **PLTW Software.** The Program curricula are supported by certain software programs that align with the curricula to provide students with rigorous and relevant application of skills. The Program Participant shall obtain or purchase annual or other available rights to the software programs that are integrated into the Program courses. If the right to use the software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which the Program Participant must cease the use of the software unless this Agreement is renewed for additional terms.

The Program Participant shall maintain reasonable security measures to protect the software and to prohibit its unlawful use. When not in actual use, the Program Participant shall secure the software.

4. **Annual PLTW Program Participation Fee.** The Program Participant will be assessed an annual participation fee for each school or site participating in the Program. The participation fee(s) shall be due and payable no later than August 31 of each year this Agreement is in effect. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development. PLTW may adjust any participation fees at any time, provided, however, that PLTW shall provide notice of such adjustment at least ninety (90) days prior to the price adjustment.

5. **Changes to Terms and Conditions.** PLTW may modify the terms and conditions of this Agreement or add or remove terms and conditions at any time. PLTW shall make every effort to provide notice of such changes at least ninety (90) days prior to implementation. The Program Participant's continued use of the Program following such changes constitutes the Program Participant's acceptance of any such modification, additions, or deletions.

6. **Required Teacher Training.** (a) Teachers are required to successfully complete course-, unit-, or module-specific PLTW Teacher Training for each PLTW course they will instruct, as is further described below. The Program Participant will select each teacher for participation in the PLTW Teacher Training program. It is the sole responsibility of the Program Participant to ensure that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. The Program Participant shall register each teacher being selected for training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate and shall determine, in its sole discretion, whether a teacher has successfully completed any required training.

(b) Participating teachers must successfully complete Readiness Training prior to attending additional training events for a given course or unit. PLTW will provide required Readiness Training online.

(c) Participating teachers must successfully complete Core Training for each PLTW course, unit, or module they will teach. Previously trained teachers may repeat Core Training.

(d) Program Participants offering PLTW Launch must identify at least one (1) Lead Teacher per site to attend Core Training. Lead Teachers shall provide building-level training at their site for additional PLTW Launch teachers and shall provide continued guidance on program implementation and inventory management.

(e) As content within a given course, unit or module is updated, PLTW may require completion of additional training.

7. **Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as "equipment") that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW, the Program Participant may implement the Program using equipment purchased from vendors not listed

on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.

8. **Safety.** The Program Participant is solely responsible for the safe and proper implementation of the Program at its sites and schools. The Program Participant shall ensure that any facility used to teach the Program will be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Program Participant shall be solely responsible for providing its faculty with appropriate safety training relating to the implementation of the PLTW Program and for appropriately supervising students participating in the Program.

9. **Assessment and Examinations.** The Program Participant shall administer the most current version of the End-of-Course Assessment (“**EOC Assessments**”) provided by PLTW when applicable. The Program Participant shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW in its sole discretion. The Program Participant shall administer the EOC Assessments in accordance with the guidelines specified by PLTW and any deviation from those guidelines shall constitute a material breach under Section 16 of this Agreement unless preapproved and documented.

10. **Evaluation of Results.** PLTW shall study and evaluate the effectiveness of the Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating entities provide to students. These efforts will include the development, validation, and administration of assessments, examinations, surveys and other measurement tools. PLTW shall conduct, and the Program Participant shall participate in, online systematic assessments and regular evaluation processes.

11. **Collection and Handling of Data.** (a) In conducting the assessments and evaluations as contemplated in sections 9 and 10, respectively, PLTW may collect the following data: NCES code; teacher first/last name and email; course name; course begin date; student first/last name and ID number; student grade level; gender; date of birth; race; ethnicity; IEP status; and testing accommodations needed (collectively referred to as “**data**”). The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this Agreement, proper professional practices, and student confidentiality and applicable laws. The Program Participant shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.

(b) PLTW may retain data collected during any assessment and evaluation for up to six academic years, subject to legal and or regulatory record retention requirements, after a student’s estimated matriculation date, after which time the data is destroyed. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction. Such request must be made by the Program Participant by August 1st of the applicable school year, or the data will be destroyed in accordance with this Agreement. PLTW reserves the right to purge applicable data at least annually, without further notice. PLTW further agrees to delete any covered information at the reasonable request of the Program Participant where such information is under the Program Participant’s control.

12. **Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the following:

- (1) use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests;
- (2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement;
- (3) reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident;
- (4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred;
- (5) any student records continue to belong to the Program Participant;
- (6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class;
- (7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable information by contacting the PLTW Solutions Center team;
- (8) personally identifiable information shall not be disclosed to any party, except as follows: (a) to authorized representatives of PLTW carrying out their obligations pursuant to this Agreement; (b) to third parties where such disclosure is in furtherance of the purpose of this Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; or (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party;
- (9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement;
- (10) PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes;
- (11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data; and

- (12) in the event of a data security incident which compromises personally identifiable information and that is attributable to PLTW, PLTW agrees to promptly notify the Program Participant and, to the extent agreed upon by the parties, otherwise comply with applicable laws regarding any notification obligations

13. **License; Program Identification.** (a) The Program Participant acknowledges that PLTW retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to as “**materials**”). PLTW grants to the Program Participant a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure, or distribution of such materials, including but not limited to commercial use, is strictly prohibited.

(b) *Project Lead The Way, PLTW*, the PLTW “atom” logos, and other marks used in the Program are service/trademarks of PLTW. During the term of this Agreement, the Program Participant shall use the appropriate logos, marks and other identifying materials on all Program materials and communications with faculty, students, officials and community constituents. PLTW shall provide the Program Participant with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Program. Upon termination of this Agreement, the Program Participant shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW. All press releases and other public pronouncements involving the Program shall be subject to the advance approval of PLTW. The Program Participant agrees to reasonably promote and publicize the Program in order to encourage student participation, and to retain the Program’s distinct character. No other right or license is granted, either express or implied, for any other intellectual property right owned, possessed, or licensed by or to PLTW. All rights not expressly granted herein are expressly reserved by PLTW. All use of PLTW’s marks under this license, and all goodwill existing, acquired or developed in the marks shall inure solely to the benefit of PLTW. The Program Participant acknowledges that PLTW has established certain standards of quality and character for the marks and hereby agrees to maintain PLTW’s trademark use standards. The Program Participant shall not alter, modify or edit the marks without prior written consent from PLTW. The Program Participant shall not contest the validity or ownership of the marks by PLTW.

(c) The license granted in this Agreement shall cease upon the earliest to occur of: (i) the termination of this Agreement, or (ii) PLTW providing sixty (60) days written notice to the Program Participant of its election to revoke the license. Upon termination of the license, the Program Participant shall cease to use all materials. In addition, at the election of PLTW, all materials, including any reproductions thereof, shall be immediately returned to PLTW, and in no event later than fifteen (15) days after the effective date of termination.

14. **Protection of Intellectual Property Owned by Nonparty.** The Program Participant agrees to adhere to any and all restrictions in connection with equipment, software, and other intellectual property use agreements between PLTW and software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW or the owner of the intellectual property. Upon a termination of this Agreement, the Program Participant shall discontinue use of all equipment, software, or other intellectual property



provided to the Program Participant pursuant to this Agreement or through special agreements relating to the Program Participant's participation in the Program. PLTW assumes no liability for the non-performance of the equipment, software, or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the equipment, software, or other intellectual property. If the Program Participant materially breaches these restrictions, its right to use such equipment, software, or other intellectual property will be terminated and all equipment, software, or other intellectual property shall be immediately returned to PLTW or the owner. The Program Participant shall solely be responsible for any remedies sought by the owner relating to the Program Participant's breach of these provisions, and PLTW shall not be liable in any way for such breach.

**15. Representations of the Program Participant.** (a) With respect to the authority to bind the Program Participant, the Program Participant makes the following representations: (1) This Agreement has been duly approved by the governing authority of the Program Participant, and the person executing this Agreement on behalf of the Program Participant has been duly authorized to so act by the Program Participant; (2) This Agreement is a legally binding agreement whose rights and obligations run only between the Program Participant and PLTW, and the Program Participant's execution of this Agreement does not create rights in any other party; and (3) The terms of this Agreement do not violate or conflict with the Program Participant's charter or any other of its rules of governance, the laws of the Program Participant's State or any subdivision thereof, or any other agreement to which the Program Participant is a party.

(b) With respect to any software and equipment used for the Program, the Program Participant makes the following representations: (1) the Program Participant is solely responsible for the security and safety of any software and equipment that may be provided by such Program Participant to any person in connection with the implementation of this Program; and (2) the Program Participant has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the Program, to the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources; and any required filtering software or mechanisms to protect students from harmful or objectionable materials.

**16. Default.** (a) Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

(b) If the Program Participant fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW.

(c) In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

**17. Term: Annual Renewal of Agreement.** The initial term of this Agreement shall begin as of the date of signing and shall end on June 30 of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party provides notice to

the other party in writing, no later than April 1 preceding the commencement of the next contract year, that it is not renewing the Agreement.

18. **Indemnification.** (a) To the extent permitted by law, the Program Participant shall indemnify, defend and hold harmless PLTW from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW may incur as a result of or any negligent or willful act or failure of the Program Participant or any of its agents or employees (1) to perform any of its representations or commitments under this Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may be contained on software or equipment used for the Program.

(b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the Program Participant from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that the Program Participant may incur as a result of any negligent or willful act of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Agreement.

19. **Assignment.** The Program Participant shall not assign any of the Program Participant's rights or delegate any of the Program Participant's obligations under this Agreement to any third party without the prior written consent of PLTW.

20. **Notices.** Notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Program Participant:  
Lakeside Union School District  
12335 Woodside Ave.  
Lakeside, CA  
92040

If to PLTW:  
Project Lead The Way, Inc.  
Attn: Program Agreements  
3939 Priority Way South Drive, Suite 400  
Indianapolis, IN 46240  
ph:877-335-7589

21. **Governing Law and Choice of Venue.** This Agreement will be construed in accordance with and governed by the laws of the State of Indiana. Any action brought with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction within the State of Indiana. By execution of this Agreement, each Party consents to personal jurisdiction in the courts of the State of Indiana.

22. **Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

23. **Entire Agreement.** This Agreement, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

24. **Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Agreement on the date stated opposite that party's signature.

**Lakeside Union School District**

Date: \_\_\_\_\_

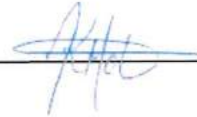
By: \_\_\_\_\_  
Program Participant Superintendent or  
Program Participant Board  
President/Chairperson, or its legally  
authorized designee

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Project Lead The Way, Inc.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  


*Kathleen E. Mote*  
*EVP & Chief Administrative Officer*

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

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**Agenda Item:**

MOU between Sandy Hook Promise Foundation and the Lakeside Union School District

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

This MOU agrees to educate LUSD middle school students about Sandy Hook Promise Foundation's Say Something Anonymous Reporting System (SS-ARS) through June 30, 2024. SS-ARS teaches students how to recognize for warning signs, signals, and threats, especially in social media, from individuals who may want to hurt themselves or others and to Say Something to a trusted adult or use the Anonymous Reporting System (App based 24/7 Crisis Line) to get them help.

**Fiscal Impact (Cost):**

none

**Funding Source:**

none

**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 type="checkbox"/> Approval            | <input type="checkbox"/> Explanation: <a href="#">Click here to enter text.</a> |
| <input checked="" type="checkbox"/> Adoption |   |


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**Originating Department/School:** Pupil Services

**Submitted/Recommended By:**

  
\_\_\_\_\_  
**Principal/Department Head Signature**

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member** \_\_\_\_\_



## Say Something Anonymous Reporting System (SS-ARS) Memorandum of Understanding between Sandy Hook Promise Foundation and Lakeside USD

This Memorandum of Understanding (“MOU”) is entered into by Sandy Hook Promise Foundation (“SHPF”) as of November 2021, a non-profit IRC 501(c)(3) organization, located at 13 Church Hill Road, Newtown, Connecticut 06470, and Lakeside USD which is organized and existing under and pursuant to the Constitution and laws of the State of California and with a primary business address at 12335 Woodside Avenue, Lakeside, CA 92040. SHPF and Lakeside USD may also each be referred to herein individually as a “Party” or collectively as the “Parties.”

### 1. PURPOSE.

SHPF and Lakeside USD agree to educate Lakeside USD middle and high school students about SHPF’s *Say Something Anonymous Reporting System (SS-ARS)*. SS-ARS teaches students how to recognize for warning signs, signals, and threats, especially in social media, from individuals who may want to hurt themselves or others and to Say Something to a trusted adult or use the Anonymous Reporting System (App, Website or 24/7 Crisis Telephone Line) to get them help.

### 2. DUTIES.

The Parties shall perform the duties described generally below, attached hereto, and made a part hereof.

#### A. During the Program, SHPF will perform the following duties:

i. Program coordination and onboarding: Provide guidance and support in the establishment of tip management teams and tip management infrastructure. Supply communication and outreach materials needed for the setup, announcement, and launch of the Program.

#### ii. Trainings:

a. Adult Training: Provide live-virtual (webinar-style) training for district and school team members (Teams Training) on use of the P3 Tip Manager, on Crisis Center processing and protocols, on tip management best practices, on conducting and passing the Official Pre-Launch Tip Test, and on ways to ensure program longevity. Additional learning resources and guides for SS-ARS Teams are provided digitally at no cost.

b. Student Training: Provide digital student training (through the SHPF Learning Center, an online learning management system).

iii. Program sustainability: Provide framework and materials needed for participating schools to establish SAVE Promise Clubs to reinforce the philosophy of the SS-ARS program amongst students and help ensure proper and continued utilization of the anonymous reporting system. Supply digital awareness materials (printable posters, sample social media posts, etc.) at no cost to participating schools. Provide ongoing support and troubleshooting in the areas of team management, tip management, the P3 Tip Manager (tip management platform), and program sustainability.

iv. Compliance: SHPF shall adhere to and comply with applicable federal and state laws and regulations.

v. Background Checks: All SHPF employees, agents, and volunteers who will have contact with students will undergo and must pass a background check before interacting with students.

vi. Exhibit A-1. The activities set forth on Exhibit A attached hereto and made a part hereof.



B. Lakeside USD will perform the following duties:

- i. Communication: Lakeside USD will communicate the benefits of SS-ARS at Lakeside USD, foster buy-in with program participants (team members) and supply regular and ongoing reminders of the program to the school community, including parents.
- ii. Program infrastructure and workflow: Support the establishment of tip management teams, including School Teams for each participating school, a District Team for tip management support and oversight, a Special Team for exceptional or highly sensitive tips, and a Flex Team for activation during school breaks and holidays. Reinforce program requirements and Crisis Center protocol. Equip team members with the devices or equipment needed to carry out their tip management and tip follow-up responsibilities, with scheduling and outreach and, where needed, communication on presentations/training.
- iii. Policies and Procedures: Lakeside USD to inform SHPF on the relevant Lakeside USD policies and procedures applicable to the services SHPF is providing. Lakeside USD to coordinate visitor passes for Program Coordinator, Presenters and, as needed, SHPF support staff.
- iv. SAVE Club Activity and Special Event Support: Lakeside USD to support identified and agreed to special events at Lakeside USD, within the region, and SHPF "Call to Action" Weeks.
- v. Report Backs: Lakeside USD will report back to SHP on the number of students to be trained per participating school or any related data within one week of training.
- vi. Completion of periodic user surveys: The SS-ARS team is constantly striving to improve effectiveness, responsiveness, launch progress and overall efficacy. We rely on feedback from our partners. Schools are required to complete periodic surveys when distributed.
- vii. Close Out / Disposition tips in a timely manner: School and District Teams must close out and Disposition tips in a timely manner within 7 days of tip submission, providing information regarding Tip outcome, plan of action for students, and next steps.
- viii. Up-to-date information in the P3 team roster: All School / District Teams must maintain accurate contact information / details in the team roster in P3.
- ix. Exhibit A-2. The activities set forth on Exhibit A-2 attached hereto and made a part hereof.

3. EXHIBITS. The Exhibits to this MOU are an integral part of this MOU and are specifically incorporated into this MOU. They include obligations and rights of both parties.

4. FUNDING. This MOU does not include or anticipate the exchange of any funds between the Parties. SHPF shall provide the materials and collateral requested. Note: SHPF does not cover the cost of educators' and/or administrators' time away from the classroom or school or meals or snacks during training sessions.

5. TERM AND TERMINATION. The Program will begin July 1, 2021 and end on June 30, 2024. This MOU shall be effective from the date the last Party signs. This MOU and the Program may be terminated, in whole or in part, by either Party hereto, upon thirty (30) calendar days' advance written notice to the other Party. This MOU may be



amended at any time by the mutual agreement of the Parties; provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the authorized representatives of the Parties, including any amendments to any and all Exhibits of this MOU.

6. INDEPENDENT CONTRACTOR. While engaged in performance of this MOU, SHPF is an independent contractor and is not an officer, agent, or employee of Lakeside USD. SHPF employees, volunteers and agents are not entitled to benefits of any kind to which Lakeside USD's employees are entitled, including but not limited to unemployment compensation, worker' compensation, health insurance and retirement benefits.

7. EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of Lakeside USD that, in connection with all work performed under Lakeside USD MOUs, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and, therefore, the SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.

8. NON-DISCRIMINATION. Lakeside USD is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. Lakeside USD prohibits discrimination, harassment, intimidation and/or bullying and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance. The SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.

9. GOVERNING LAW. The validity, interpretation and performance of this MOU shall be determined according to the laws of the state of Connecticut.

10. FINGERPRINTING and BACKGROUND CHECKS. SHPF shall perform the following acts:

- A. As required by Lakeside USD, SHPF shall have all current and subsequent employees, agents and volunteers of who may enter a school site during the time that students are present submit their fingerprints in a manner authorized and required by Lakeside USD;
- B. Prohibit employees, agents and volunteers of SHPF from coming into contact with students until Lakeside USD and/or SHPF has ascertained that the employee, agent or volunteer has not been convicted of a felony;
- C. Certify in writing to Lakeside USD that neither SHPF nor any of SHPF's employees, agents or volunteers who may enter a school site during the time that students are present have been convicted of a felony; and
- D. As required, provide a list of the names of SHPF's employees, agents and volunteers who may have contact with students to Lakeside USD administrator for this MOU.

11. INSURANCE SHPF shall, at its sole cost and expense, maintain in full force and effect, during the term of this MOU, the following insurance coverage from a licensed, admitted or authorized insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficiently estimated to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with SHPF's fulfillment of any of its obligations under this MOU:



follows:

- \$1,000,000 per occurrence
- \$100,000 fire damage
- \$5,000 med expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$3,000,000 products/completed operations aggregate

- B. **Business Auto Liability Insurance** for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering SHPF's full liability under applicable state and federal laws, as follows:
  - Part A – Statutory Limits
  - Part B – Employers Liability: \$1,000,000/\$1,000,000/\$1,000,000
- D. **Errors & Omissions** (Professional Liability) coverage, as follows: \$1,000,000 per occurrence/ \$1,000,000 aggregate
- E. **Sexual Abuse and Molestation** coverage, as follows: \$1,000,000 per occurrence/\$1,000,000 aggregate

SHPF, upon execution of this MOU and periodically thereafter upon request, shall furnish Lakeside USD with certificates of insurance evidencing such coverage.

12. NOTICES. All notices to be given, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this MOU will be sent by prepaid first-class mail, electronic mail, or hand-delivered, to the addresses set forth below. Any such notices, documents, samples, or other materials will be deemed to have been given or delivered forty-eight (48) hours after posting, if sent by first class mail; when received, if sent by electronic mail; or when delivered, if delivered by hand.

To SHPF:

Name: David Conrad  
Title: Chief Financial Officer  
Entity: Sandy Hook Promise Foundation  
Address: PO Box 3489, Newtown, CT 06470  
Telephone: (203)364-7179  
Email: dave.conrad@sandyhookpromise.org

To Lakeside USD:

Name: Dr. Rhonda Taylor  
Title: Superintendent  
Entity: Lakeside USD  
Address: 12335 Woodside Avenue, Lakeside, CA 92040  
Telephone: 6193902600  
Email: nwinspear@lsusd.net





**13. DISPUTE RESOLUTION.** Should any problem or conflict arise during the course of the delivery of services under this MOU, it is understood that both parties will work with each other to accomplish an effective resolution through discussion.

**14. ENTIRE MOU/AMENDMENT.** This MOU, and all exhibits to this MOU constitute the entire agreement between the parties to the MOU and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this MOU, as described in Section 5, above

- Lakeside USD -	- SHPF-
BY (SIGN): _____	BY (SIGN): _____
NAME (Print): _____	NAME (Print): <u>David Conrad</u>
POSITION: _____	POSITION: <u>Chief Financial Officer</u>
DATE: _____	DATE: _____

[Signature page Say Something Anonymous Reporting System (SS-ARS) Memorandum of Understanding]



### EXHIBIT A –1 – SS-ARS PROGRAM SPECIFICS

SHPF and Lakeside USD agree to this agreement as follows:

SHPF will perform the following duties:

1. SHPF shall provide training and support of SS-ARS to Lakeside USD students and team members. SHPF will manage and maintain the 24/7 call center, App and Website for students, educators, administrators, and parents of Lakeside USD's students to use to submit anonymous tips.
2. SHPF shall implement SS-ARS by retaining qualified persons (Instructors), digital-download instruction and training video to provide training and technical assistance to Lakeside USD.
3. SHPF shall manage the 24/7/365 call center and provide them with Lakeside USD developed and approved team member contact information, exceptional protocols (Exhibit D), Reporting Process and Protocols (Exhibit E) and contact list.
4. SHPF 24/7/ Call Center will, per Lakeside USD direction, triage all tip submissions prior to trafficking to Lakeside USD.
5. SHPF 24/7/365 Call Center will provide crisis management to any tip submission per Lakeside USD developed and approved Life Safety and Non-Life Safety Tip Definitions (Exhibit D), Reporting Process and Protocols (Exhibit E), state and federal laws.
6. SHPF shall share and/or provide immediate, direct access to Lakeside USD all information gathered using SS-ARS – including number of participants, schools, tip details and dispositions.
7. SHPF will provide prompt, support of SS-ARS via phone, in-person and/or email and make available prompt and reasonable online training for all types of users who may interact with the system.
8. SHPF shall not under any circumstances sell any SS-ARS information or other data or information received or generated as a result of this agreement to any advertiser or third party. Furthermore, and except as to Lakeside USD, SHPF shall always maintain the anonymity of all data and other information received in connection with the SS-ARS program, including the identity of anyone providing a tip and the specifics of any incident responded to or averted unless otherwise demanded under state or federal law.
9. SHPF grants to Lakeside USD a limited, non-exclusive, non-transferable, revocable subscription SS-ARS license during the term of this MOU, solely for Lakeside USD's purposes – including (a) to use, perform, and digitally display SS-ARS and (b) to access, display, search, analyze, reformat, download, and print reports of any submissions and/or results generated by the authorized use of SS-ARS.
10. SHPF will provide each user identified on Lakeside USD's contact list with a unique username and password to enable such users to access SS-ARS pursuant to this agreement. SHPF may alternatively provide an assigned Lakeside USD Administrator with a unique username and password, which such Administrator will use to create and issue additional unique usernames and passwords for Lakeside USD's additional users. SHPF may change or update these username and passwords, with notice to Lakeside USD. Each username and password may only be used to access SS-ARS during one (1) concurrent login session. SHPF reserves the right to terminate any username and password which SHPF reasonably determines may have been used by an unauthorized third party or by any user or individual other than the user to whom such username and password was originally assigned.
11. SHPF will make P3 and tip processing training available to local 911 dispatch, who are alerted 24/7/365 only in the case of life safety events, as described in Exhibit D. In the event that local 911 does not agree to access tips



via P3, then SHPF will call local 911 dispatch and provide a verbal intake. If 911 dispatch refuses to use P3, Lakeside USD acknowledges, by signing Exhibit F that SHPF assumes no liability for adverse that result because of this refusal.

**12. Contact Us.** Please contact us at the following address:

Sandy Hook Promise  
PO Box 3489  
Newtown, CT 06470

Or contact us by email at [anathea.chartrand@sandyhookpromise.org](mailto:anathea.chartrand@sandyhookpromise.org)

**EXHIBIT A –2 – SS-ARS PROGRAM SPECIFICS**

Lakeside USD will perform the following duties:

1. Lakeside USD to provide and update SHPF with the Reporting Process and contact list for the SHPF call center to contact all tip submissions.
2. Lakeside USD acknowledges and agrees that only users are entitled to receive a username and password and to access the Services. Lakeside USD will provide to SHPF information and other assistance as necessary to enable SHPF to establish usernames for users, and Lakeside USD will verify all user requests for account passwords. Lakeside USD will ensure that each username and password issued to a user will be used only by that user. Lakeside USD is responsible for maintaining the confidentiality of all users' usernames and passwords and is solely responsible for all activities that occur under these usernames. Lakeside USD agrees (a) not to allow a third party to use its account, usernames, or passwords at any time, and (b) to promptly notify SHPF in writing of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of the obligations contained in this Section. In the event of a data breach, SHPF shall timely notify Lakeside USD, take prompt and deliberate action in response to the breach, and provide all such notifications as required under law, as well as perform any other legally required functions in response to the data breach.
3. Lakeside USD acknowledges and agrees to act upon all known SS-ARS submissions in accordance with Lakeside USD policies and procedures.
4. Lakeside USD acknowledges and agrees that all trainings are SHPF's intellectual property and they will not be shared beyond the school and district (i.e., on social media, on school website, etc.), nor will they be modified in any way without express permission from SHPF.

Agreed to by:

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Lakeside USD Signature



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Date

## **EXHIBIT B – SS-ARS TERMS OF USE**

The Say Something mobile application ("App"), SaySomething.net website ("Site"), and 844-5-SAYNOW Telephone ("Phone") anonymous reporting system products and services are offered by Sandy Hook Promise Foundation ("SHPFF") through its service providers Navigate 360 Software, LLC ("Navigate 360").

By downloading the Say Something App, accessing the Site at [www.saysomething.net](http://www.saysomething.net), and/or calling the 24/7 Phone at 844-5SAYNOW, you indicate that you understand and agree to be bound by the following Terms of Use. IF YOU DO NOT AGREE WITH ALL THE PROVISIONS OF THESE TERMS OF USE, DO NOT ACCESS OR USE THE APP, SITE OR PHONE.

**1. Eligibility.** Only students from Lakeside USD school in grade levels 6-12 can establish a student account.

**2. Changes to Terms of Use.** SHPF reserves the right, in our sole discretion, to change, modify, add, or remove portions of the Terms of Use at any time. You agree to review the Terms of Use periodically. Your continued use of the Say Something App, Site and Website after any such changes become effective constitutes your acceptance of such updated and/or revised Terms of Use.

**3. Online Privacy Policy.** The Say Something App, Site and Phone privacy policy describes our practices concerning information that you provide or that we may collect, and by accepting these Terms of Use, you consent to our collection, use, disclosure, and transfer of information in compliance with our privacy policy.

**4. Say Something App and Site Licensee.** Subject to these Terms of Use, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the App and Site for your personal, non-commercial use only and as permitted by the features of the App. SHPF reserves all rights not expressly granted herein in the App and Site and as defined below. SHPF and/or Navigate 360 may terminate this license at any time for any reason or no reason. Except as expressly authorized in this Section 4, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the App or Site, including in each case any content contained therein, other than the content that you legally upload to the App and/or Site.

**5. Mobile Services.** To the extent you access the App or Site through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain mobile services may be prohibited or restricted by your carrier, and not all mobile services may work with all carriers or devices.

### **6. Say Something App Password and School Affiliation**

To operate the app, the user agrees to create a password and select his or her affiliated school. SHPF strongly encourages users to set "difficult" passwords (use a combination of numbers, symbols, and upper- and lower-case letters). Password and school affiliation can be changed within the setup section of the App. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You agree



to notify SHPF immediately by email at [saysomething@sandyhookpromise.org](mailto:saysomething@sandyhookpromise.org) of any unauthorized use of your account. SHPF, Lakeside USD, and our Technology and Service Providers will not be liable for any losses caused by any unauthorized use of your account.

## 7. Tip Submission and Related Policies

Tip submission is done through use of the App, Site or Phone. You can write and speak (Phone only) the tip and/or submit photographs, videos, audio files or other content or information. You acknowledge and agree that tips may be disclosed to law enforcement, your selected affiliated school, and other third parties as we deem appropriate in our sole discretion to protect your personal safety or the safety of others or prevent any unlawful, harmful, inappropriate or dangerous activity. By submitting a tip, you acknowledge and agree that SHPF, its Technology and Service Providers and your selected affiliated school, are authorized but not obligated to take any steps they deem appropriate in their sole discretion to follow up on such tips. **SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS AND YOUR SELECTED AFFILIATED SCHOOL ARE NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY TO YOU OR ANYONE ELSE, WITH RESPECT TO ANY TIP YOU CHOOSE TO SUBMIT USING THE APP, SITE OR PHONE, OR WITH RESPECT TO ANY ACTION OR INACTION UNDERTAKEN OR NOT UNDERTAKEN IN RESPONSE TO YOUR TIP.** You are solely responsible for any submitted tip you report through the App, Site or Phone, including any submitted tip that is viewed as being obscene, offensive, inappropriate, defamatory, untruthful, illicit, harassing, threatening, stalking, discriminatory, abusive, or profane. SHPF and its Technology and Service Providers reserve the right to reject and/or remove any submitted tip.

The following additional policies and rules apply:

- a. Always call 911 immediately in the event of an emergency. The App, Site and Phone are not a substitute for reporting incidents of concern to law enforcement, medical and emergency personnel.
- b. You and your submitted tip are subject to applicable laws, regulations, and your affiliated school's policies.
- c. You agree not to engage in illegal, inappropriate, or other prohibited activities in connection with the app or website, including without limitation: (i) copying, distributing, or disclosing any part of the App or Site in any form; (ii) using any automated system, such as robots to access and submit a tip that results in multiple submissions; (iii) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the app or website; (iv) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) uploading invalid data, viruses, worms, or other software agents through the App or Site; (vi) using the App, Site or Phone for any commercial advertising or solicitation purposes; and (vii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, or conducting fraud.
- d. SHPF and/or its Technology and Service Providers reserve the right to investigate and take appropriate legal action against anyone who, in SHPF's and/or its Technology and Service Providers sole discretion, violates these Terms, including without limitation, removing the offending content from the Say Something App and/or Site, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

## 8. Our Proprietary Rights

Except for your submitted tip only, the App, Site, Phone and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and all intellectual property rights related thereto, are the exclusive property of SHPF, and where applicable, its Technology and Service Providers. Except as explicitly provided herein, nothing herein shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish,



adapt, edit or create derivative works from the Say Something App, Site or Phone or any content thereon. Use of the App, Site or

Phone content for any purpose not expressly permitted by these Terms of Use is strictly prohibited. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the technology and software underlying the App, Site or Phone.

The Say Something, Say Something Anonymous Reporting System (SS-ARS), and Sandy Hook Promise Foundation names, logos and other trademarks are the sole and exclusive property of SHPF. The Navigate 360 names, logos, and other trademarks are the sole and exclusive property of Navigate 360. Nothing in these Terms or the App, Site or Phone should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of foregoing trademarks or other trademarks displayed through the App, Site or Phone without SHPF's and/or Navigate 360's prior written permission in each instance. As between you and SHPF and/or Navigate 360, all goodwill generated from the use of such trademarks will inure to SHPF's and/or Navigate 360's exclusive benefit.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, and other information about the App, Site or Phone ("Feedback") you provide to SHPF or our Technology and Service Providers is non-confidential, and SHPF will be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

#### **9. App Store Providers Terms**

Apple Inc., Google, Inc., or Microsoft Corporation will be a third-party beneficiary to these Terms of Use if you access them for applications developed for Apple iOS, Android, or Microsoft Windows-powered mobile devices, respectively. These third-party beneficiaries are not parties to this agreement and are not responsible for the provision or support of the app in any manner. Your access to the app is subject to terms set forth in the applicable third-party beneficiary's terms of service. The following additional terms apply to your use of the app obtained through the Apple Store:

- a. You will only use the App in connection with a device that you own or control;
- b. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- c. You acknowledge and agree that SHPF, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the application;
- d. You acknowledge and agree that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, SHPF, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim; and
- e. Both you and SHPF acknowledge and agree that, in your use of the App, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use.

#### **10. Indemnity**

You agree to defend, indemnify and hold harmless SHPF, its Technology and Service Providers, and its and their affiliates, officers, directors, employees, contractors, agents, representatives and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the App, Site and Phone, including any data or content transmitted or received by you; (b) your violation of any term of these Terms of Use; (c) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (d) your violation of any applicable law, rule, regulation or affiliated school policy; (e) any claim or damages that arise as a result of any of



your submitted tips; or (f) any other party's access and use of the App, Site or Phone using your password, case number or other appropriate security code. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim and to reimburse us for the reasonable costs and expenses thereof. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

#### **11. No Warranty**

YOUR USE OF THE APP, SITE OR PHONE ARE AT YOUR SOLE RISK. ANY INFORMATION OR DATA WITHIN THE APP OR SITE MAY NOT BE ACCURATE. SAY SOMETHING APP, SITE AND PHONE ARE PROVIDED 'AS IS' AND WE AND OUR TECHNOLOGY AND SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SHPF AND OUR TECHNOLOGY AND SERVICE PROVIDERS DO NOT WARRANT THAT THE APP, SITE OR PHONE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM DEFECTS OR ERRORS, OR THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP, SITE OR PHONE WILL BE ACCURATE OR RELIABLE. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS THEREFORE STRICTLY AT YOUR OWN RISK. BY DOWNLOADING THE APP AND/OR ACCESSING THE SITE OR PHONE YOU EXPRESSLY AGREE TO HOLD SHPF AND ITS TECHNOLOGY AND SERVICE PROVIDERS HARMLESS FROM ANY LOSS, HARM, INJURY, OR DAMAGE WHATSOEVER ARISING FROM OR ARISING OUT OF YOUR USE. THE APP, SITE AND PHONE ARE PROVIDED FOR CONVENIENCE ONLY, AND SHPF AND ITS TECHNOLOGY AND SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY THAT ANY ACTION WILL BE TAKEN IN RESPONSE TO ANY TIPS SUBMITTED OR THAT ANY ACTIONS UNDERTAKEN WILL BE ABLE TO ADDRESS THE SITUATION REPORTED OR PREVENT ANY HARM.

#### **12. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE APP, SITE OR PHONE OR FROM ANY ACTIONS OR INACTIONS WITH RESPECT TO INFORMATION REPORTED THEREON. UNDER NO CIRCUMSTANCES WILL SHPF BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE APP, SITE OR PHONE OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHPF ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER CLAIMS OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR APP, SITE OR PHONE OR FROM ANY ACTIONS OR INACTIONS TAKEN BY OR ON BEHALF OF SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES WITH RESPECT TO INFORMATION REPORTED THEREON; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR OR OUR TECHNOLOGY AND SERVICE PROVIDERS' SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP, SITE OR PHONE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR APP, SITE OR PHONE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE



AVAILABLE THROUGH THE APP, SITE OR PHONE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$100.00.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SHPF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE APP, SITE OR PHONE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

**13. Governing Law.** You hereby submit to the exclusive jurisdiction of, and waive any venue objections against, federal and state courts located in the State of Connecticut.

**14. Third Party Beneficiary.** The Technology and Service Providers are third-party beneficiaries to this Agreement between SHPF and Lakeside USD and is entitled to the rights and benefits hereunder, including without limitation the limitation of liability and indemnification provisions, and may directly enforce the provisions hereof as if any one of the Technology and Service Providers were a party to this Agreement.

**15. General.** These Terms of Use constitute the entire agreement between you and SHPF and govern your use of the App, Site and Phone, superseding any prior agreements between you and SHPF with respect the subject hereof. The failure of SHPF to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the App, Site or Phone or these Term of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. SHPF may assign or transfer these Terms of Use, in whole or in part, without restriction. The section titles in these Term of Use are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. We may also provide notices to you of changes to these Term of Use or other matters by displaying notices or links to notices generally on the App, Site or by message with use of the Phone.

**16. Contact Us.** Please contact us at the following address:





Sandy Hook Promise  
PO Box 3489  
Newtown, CT 06470

Or contact us by email at [anathea.chartrand@sandyhookpromise.org](mailto:anathea.chartrand@sandyhookpromise.org)

Agreed to by:

---

Lakeside USD Signature

---

Date



## EXHIBIT C – SS-ARS PRIVACY AGREEMENT

This Privacy Policy describes how we at Sandy Hook Promise (“SHPF”), together with our partners Navigate 360, LLC (our “Partner”), collect, use, share and maintain information from you when you use our Say Something mobile app (the “App”) or related website, [www.saysomething.net](http://www.saysomething.net) (the “Site”) and telephone crisis line, 844-5-SAYNOW (the “Phone”). The App, Site and Phone are designed to maximize your privacy, by providing you with a means to anonymously report events or issues of concern to you. Accordingly, we do not require you to provide any personally identifiable information when you use the App, Site or Phone. However, you may provide such information at your discretion.

By using the App, Site and/or the Phone, you consent to the use, disclosure, transfer, and processing of information we collect from you as set forth in this Privacy Policy.

Please note that when you use the App, Site or Phone, you may connect with your school, which, along with SHPF, helps triage and act on the information you provide. Once the information is received by your school, it will no longer be governed by this Privacy Policy. If you wish to know about the data privacy practices of your school, please contact officials directly.

### **What information do we collect?**

Information You Provide: SHPF and our Partners collect information from you when you provide it through the App, Site and/or Phone. You provide information, for example, when you initially select a school; report and/or update a tip; submit pictures, videos, audio files, or other content; make informational inquiries using topic tabs on the App and website and, update your school location (via the App only).

### **How do we use this information?**

SHPF and our Partners may use the information we collect for legitimate purposes, such as:

- helping you in an emergency, such as by directing your tips and other communications to operators and responding via secure, anonymous live chat;
- providing you with additional or added products, services, or information as it relates to your submission;
- providing you with information about the App, Site or Phone required notices;
- improving the App, Site or Phone services we provide, such as by using analytics to improve and enhance the performance and ease of use;
- generating and analyzing statistics about your anonymous use of the App, Site and/or the Phone;
- detecting, preventing, and responding to fraud, intellectual property infringement, violations of our Terms of Use, violations of law, or other misuse of the App, Site and/or Phone; and
- to support our business performance and operations (e.g., reports, trends, etc.).

### **When and to whom do we disclose the information?**

We disclose the information you provide through the App, Site or Phone to the affiliated school you designate on the App, Site or on the Phone.

We also may disclose information we collect from you:

- to public safety officials and other government entities on an emergency basis or when requested by you;
- as required by law, such as to comply with a subpoena or other legal process, or to comply with government reporting obligations;



- when we believe in good faith that disclosure is necessary (a) to protect our rights, the integrity of the App, Site and Phone, the rights of the schools with which we partner, or your safety or the safety of others, or (b) to detect, prevent, or respond to fraud, intellectual property infringement, violations of our Terms and Conditions for the App, Site and Phone, violations of law, or other misuse of the App, Site and/or Phone; and
- to another organization in the event, we were to combine with or be acquired by that organization.

We do not share any personal information with third parties for their marketing purposes.

### **Security of Collected Information**

SHPF and our Partners use reasonable efforts to maintain the security, confidentiality, and integrity of information we collect through the App, Site and Phone. Your account on the App is password-protected, so unless you share your password, only you can access and view the information in the account. You are responsible for maintaining the secrecy of your password and any account information.

### **Information from Children**

Because our site is a serious tool used to help prevent violence and victimization in schools, we do not allow anyone under grade 6 to use our App, Site or Phone. If you believe we have received information from someone under grade 6, please contact us at the email address provided at the end of this Policy.

### **Retention of Information**

We may retain your submitted tip and information regarding your affiliated school for a minimum of 8 years or as long as necessary to fulfill the purposes described in this Privacy Policy, as required by law, or for legitimate business purposes to the extent permitted by applicable law.

### **Stories of Impact & Data Sharing**

SHPF periodically shares SS-ARS “stories of impact” and/or tip data internally, with donors, members of the media, as part of national/regional research projects, and our SS-ARS partners to showcase the impact our program has on student lives and their school and community culture, and to make changes to programs, where necessary. When we share these stories and data, all information specific to gender, location, and any other details that could allow the tipster, victim, or the school to be recognized are scrubbed from story or data, unless otherwise agreed to by Lakeside USD. Any use of tip data in research is similarly disaggregated and anonymized.

### **IP Disclosure**

SHPF takes the anonymity of our Tipsters very seriously—after all, the promise of anonymity is the foundation of our program and one of the important reasons we have been able to save countless lives. We have an unequivocal commitment to protecting the anonymity of those who *Say Something* to get help for someone who is a potential danger to themselves or others—that is, for Tipsters who report *in good faith*.

As noted above, there are rare cases, however, in which a Tipster may make a false claim or use the system to harass or intimidate others— and in such cases, anonymity of the Tipster is not guaranteed. The Crisis Center Team has access to two pieces of information that can help narrow-down or identify a Tipster:

- IP address (web/mobile tips)
- Caller ID information (hotline tips)

For a district to gain access to either of the above pieces of information, **they must:**

1. Submit a formal request for IP address/Caller ID retention



2. Provide a detailed articulation of surrounding events, investigation efforts/outcomes, a law enforcement case number, and contact information for a law enforcement sponsor
3. Conduct a phone call with Crisis Center Management to discuss the rationale behind the request.

#### **What to Know about IP Addresses:**

- IP addresses are only stored by the P3 system for 72 hours following a tip's initial submission; once this 72-hour window has closed, the IP address is permanently purged and no longer available.
- IP retention requests must be made within this 72-hour window; when an IP retention request is made, the IP(s) are pulled and securely stored by a member of the Crisis Center Team.
- Retained IP(s) will not be disclosed until proper documentation, including an articulation of events and outcomes (based on the **Disclosure Criteria** listed below), is provided in writing and approved by the Crisis Center Director or designees listed below.
- Disclosure of an IP address is not "breaking anonymity" and does not guarantee you will be able to ID the tipster; an IP address is a single clue in part of a larger investigation.
- IP addresses are unreliable if associated with public internet service (e.g. Starbucks, school Wi-Fi, etc.), if originating from a mobile hotspot, or if concealed by a VPN (virtual private network).
- Typically, internet service providers (e.g., AT&T) will require a subpoena to disclose the subscriber information associated with an IP address, which can be used to narrow the identity of a tipster; this particular area of technical support is not generally available outside of standard M-F business hours; understand that information you seek often does not come quickly or easily. Additionally, any information obtained from an internet service provider pertains to an adult account holder and not a juvenile. This may require additional resources to connect the adult to a potential juvenile in question for this information to be helpful.
- There are no "reverse-lookup" capabilities for IP addresses.

#### **IP Address/Caller ID Disclosure Criteria**

First-person Tips: *Tipster is reporting about themselves or about harm they are planning to commit*

- Imminent threat to life or property
- Tipster refuses to self-identify
- Tipster refuses to provide any details that can be used by district / school personnel or law enforcement to identify the tipster.

Third-person Tips: *Tipster is reporting about someone else or about a threat with which the tipster is not involved*

- Information provided is seemingly legitimate and credible
- Upon a thorough investigation, a reasonable person would conclude that the information was deliberately false and provided with the intent to harm or disrupt (i.e., information was provided in bad faith; considered an "abuse of the system")
- Results in a significant expenditure of time and/or resources OR in undue harm to an individual(s)

#### **Changes to this Privacy Policy**

We may update this Privacy Policy periodically and without prior notice to you to reflect changes in our information practices. Whenever we update the Policy, we will post new (revised) Privacy Policy within the App or on the Site.

#### **Contact us**

If you have any questions about this Privacy Policy or our use of your information collected through the App or the Site, please contact us at [anatheasimpkins@sandyhookpromise.org](mailto:anatheasimpkins@sandyhookpromise.org).



Agreed to by:

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Lakeside USD Signature

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Date



### EXHIBIT D SS-ARS Event Types

Below is a list of event types that Tipsters can choose from the dropdown when submitting a tip. When a Crisis Counselor receives, vets, and triages a tip, it is categorized as Life Safety or Non-Life Safety based on the criteria below.

For a tip to be designated by a Crisis Center Crisis Counselor as "Life Safety," the tip must articulate a **threat of substantial bodily harm or death**. **And** it must have **at least one** of the following characteristics:

- **Actionability:** enough information is available for a welfare check/intervention to immediately take place
- **Timeliness:** reported concern is imminent, in-progress, or just happened
- **Credibility:** information is clear, consistent, convincing, and supported by evidence
- **Probability:** subject has the means, intent, and opportunity to carry out the threat

*Based on their intuition and the totality of the circumstances, Crisis Counselors have the discretion to err on the side of caution and make a Life Safety designation.*

## Event Types

- |                                 |                               |
|---------------------------------|-------------------------------|
| Anger Issues                    | Physical Abuse                |
| Animal Cruelty                  | Planned Fight / Assault       |
| Bullying / Cyber Bullying       | Planned School Attack         |
| Concern about an Adult          | Reckless / Dangerous Behavior |
| Cutting / Self-Harm             | Sexual Assault / Rape         |
| Depression / Anxiety            | Sexual Exploitation / Abuse   |
| Domestic Violence / Child Abuse | Sexual Harassment             |
| Drug Use / Distribution         | Sharing Inappropriate Photos  |
| Eating Disorder                 | Social Isolation / Withdrawal |
| Gang Violence / Activity        | Substance Abuse               |
| Harassment / Intimidation       | Suicide / Suicide Ideation    |
| Hate Crime / Hate Speech        | Theft                         |
| Hazing                          | Toxic / Abusive Relationship  |
| Homeless / Runaway Student      | Vandalism                     |
| Inappropriate Relationship      | Verbal Abuse                  |
| Intent to Harm Someone          | Weapon(s)                     |

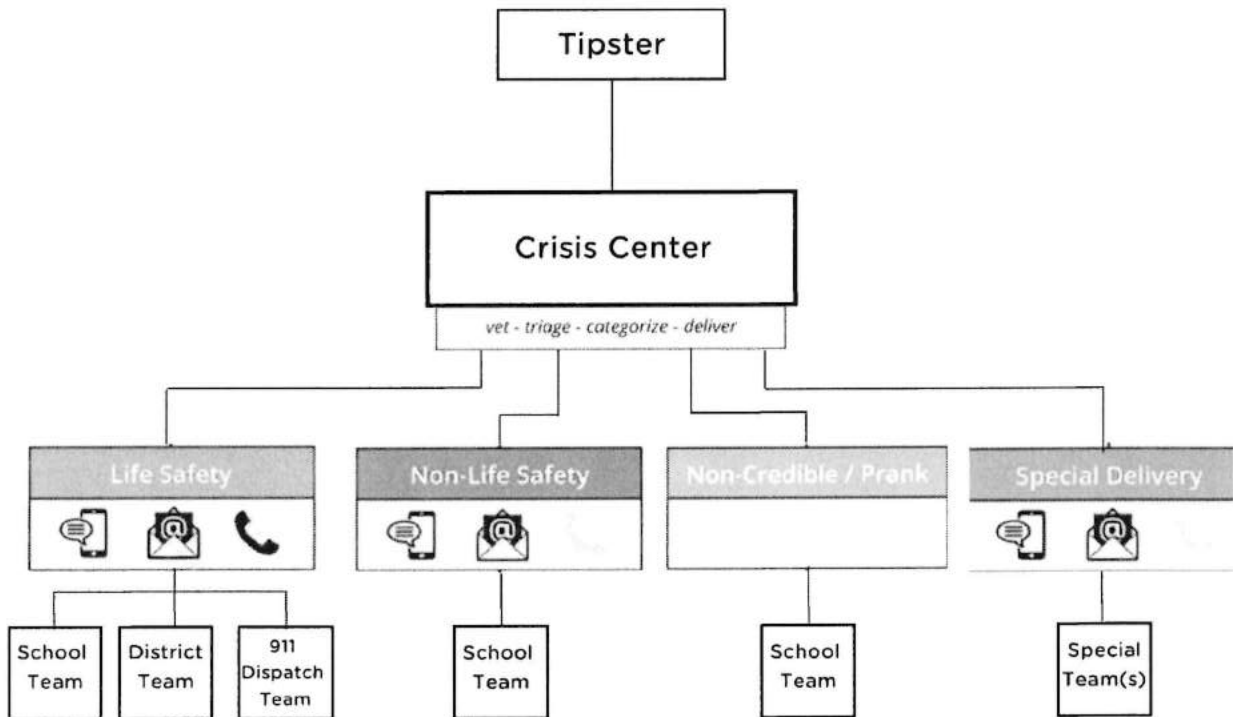
Agreed to by:

\_\_\_\_\_  
Lakeside USD Signature

\_\_\_\_\_  
Date



**EXHIBIT E - REPORTING PROCESS AND PROTOCOLS**



All Non-Life Safety tips are sent to School Team contacts between the hours of 6:00am and 6:00pm (local time) daily.

**16. Contact Us.** Please contact us at the following address:

Sandy Hook Promise  
 PO Box 3489  
 Newtown, CT 06470

Or contact us by email at [anathea.chartrand@sandyhookpromise.org](mailto:anathea.chartrand@sandyhookpromise.org)

Agreed to by:

\_\_\_\_\_  
 Lakeside USD Signature

\_\_\_\_\_  
 Date



**EXHIBIT F**

**911 Dispatch Training and P3 Use**

The SS-ARS model is designed to contact and involve local 911 dispatch in life-threatening situations. However, local 911 is not required to attend training or use the P3 system. SHPF will, however, make SS-ARS training available to all local 911 dispatch centers in accordance with the SS-ARS model. It will also make available the SS-ARS web-based tip management system which provides access to:

- View real-time anonymous dialogue between tipsters and SHPF Crisis Counselors
- View any pictures, videos or evidence attached to a tip
- Dialogue with a tipster if necessary
- Access real-time updates to an evolving situation, potentially providing officer safety information

Lakeside USD and SHPF agree and acknowledge that SHPF will not be held liable for any adverse outcome resulting from a local 911 dispatch's refusal to participate in training or use the SS-ARS model or web-based tip management system as intended.

**Contact Us.** Please contact us at the following address:

Sandy Hook Promise  
PO Box 3489  
Newtown, CT 06470

Or contact us by email at [anathea.chartrand@sandyhookpromise.org](mailto:anathea.chartrand@sandyhookpromise.org)

Agreed to by:

---

Lakeside USD Signature

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Date





**EXHIBIT G**  
**Participating Schools List**

Account Name	Street Address	City	NCES School ID	Grade Range	Grades Served	Has any of Grades 6-12
Lakeside Middle	11833 Woodside Avenue	Lakeside	062079002494	Middle	06; 07; 08	TRUE
Tierra Del Sol Middle	9611 Petite Lane	Lakeside	062079002498	Middle	06; 07; 08	TRUE

Agreed to by:

\_\_\_\_\_

Lakeside USD Signature

\_\_\_\_\_

Date

Any questions or concerns should be directed to:

Title: National Deputy Director, *Say Something* Anonymous Reporting System  
 Company: Sandy Hook Promise  
 Address: PO Box 3489, Newtown, CT 06470  
 Telephone: (718) 288-5849  
 Email: [anathea.chartrand@sandyhookpromise.org](mailto:anathea.chartrand@sandyhookpromise.org)

# LAKESIDE UNION SCHOOL DISTRICT

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Governing Board Meeting Date: April 20, 2022

Agenda Item: **Wellness Together Agreement**

Background (Describe purpose/rationale of the agenda item): Wellness Together provides Mental Health Specialists to provide direct mental health support to students on LUSD campuses.

Fiscal Impact (Cost): \$532,231.68 over 2 years

Funding Source: Early Learning Opportunities Grant

Addresses Emphasis Goal(s):

**#1: Academic Achievement**

**X #2: Social Emotional**

**#3: Physical Environments**

**Recommended Action:**

**Informational**

**Discussion**

**Approval**

**Adoption**

**Denial/Rejection**

**Ratification**

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

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**Originating Department/School:** Education Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**



Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member**



**AGREEMENT FOR SCHOOL-BASED SERVICES  
OF COUNSELING CONSULTANT**

**By and Between  
Wellness Together, Inc.  
and  
Lakeside Union School District**

**LUSD  
Contract #  
V2023-002**

This agreement (“Agreement”) is by and between the Lakeside Union School District (“District”) and Wellness Together, Inc. (“Consultant”) (together, they are referred to as “Parties,” and individually, as a “Party”).

**I.  
RECITALS**

1. District provides educationally related counseling services to school age children and their families.
2. District is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice, if those persons are specially trained and experienced and competent to perform the special services that are required.
3. District is in need of such services and advice and Consultant warrants that it is specially trained, licensed, experienced, and competent to perform the services required by District.

**II.  
AGREEMENT**

**1. EXHIBITS**

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.

Exhibits include:

- Exhibit A: Scope of Services
  - Appendix A: Wellness Together Mental Health Specialist Site Disbursement
  - Appendix B: Expected Hiring and On-Boarding Timelines
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

**2. EFFECTIVE DATE AND TERM**

- a. This Agreement is effective on August 27, 2022 (“Effective Date”).
- b. Unless terminated or otherwise canceled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to

(ii) June 14, 2024. Dates are based on 2022-2023 school year and are subject to change.

**3. INDEPENDENT CONTRACTOR**

District hereby agrees to engage Consultant to support the overall counseling goals of District. In performance of this Agreement, Consultant is an independent contractor, the District being interested only in the result obtained. The manner and means of conducting the work will be under the sole control of Consultant. However, all work performed under this Agreement will be done in accordance with the provisions of this Agreement and be subject to the continuing right of inspection by the District's representatives.

Consultant, in the performance of this Agreement, is and shall act as an independent Consultant. Consultant understands and agrees that Consultant and all of Consultant's employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.

**4. SCOPE OF SERVICES**

Consultant shall furnish to District the services described in Exhibit A ("Services").

**5. COMPENSATION**

Consultant shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B ("Compensation").

**6. GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions are set forth in Exhibit C.

**7. INSURANCE**

Exhibit D, entitled Insurance, is attached and incorporated by reference.

**8. NOTICE**

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To District:

Lakeside Union School District  
12335 Woodside Avenue  
Lakeside, CA 92040  
Attn: Natalie Winspear

To Consultant:

Wellness Together, Inc.  
1382 Blue Oaks Blvd., Suite 213  
Roseville, CA 95678  
Attn:

Jacob

Vallejo

**9. LIMITATION OF LIABILITY**

Other than as expressly provided in this Agreement, Consultant’s obligations shall be limited to the Scope of Services (Exhibit A). Notwithstanding any other provision of this Agreement, in no event, shall Consultant be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

The Parties have executed this Agreement on the dates indicated below.

**Lakeside Union School District**

**Wellness Together, Inc.**

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Natalie winspear

Print Name: Jacob Vallejo

Its: \_\_\_\_\_

Its: Director of Operations

**EXHIBIT A  
to AGREEMENT FOR SERVICES**

**SCOPE OF SERVICES**

1. Nature of Work

Consultant will perform consulting and advisory services on behalf of District with respect to all matters relating to or affecting the integration and implementation of supplementary counseling support services for District students in a safe, encouraging, and supportive manner in an individual and/or group setting, relevant and specific to the needs of the participating students. These services may be conducted in person or online if applicable. Specific services may include, but will not necessarily be limited to, the following:

a. School-based services:

1. Individual counseling sessions
  2. General psychosocial interventions
  3. Group counseling sessions
- b. Community referrals:  
Upon discontinuation of School-based services, as set forth above, the student and/or family may be offered three (3) referrals to alternative community mental health providers. Students and/or families may also choose to obtain services through Consultant in an agency setting, by separate Agreement with Consultant, at their own expense.
- c. Family engagement sessions.
- d. Classroom presentations.
- e. Collection, analysis, and provision of certain non-personally identifying process data in aggregate to the District.

To the extent that the District desires Consultant to perform additional work beyond the foregoing and/or in excess of the staffing requirements below, the District may request those additional services, in writing and will pay Consultant for those additional services.

2. Consultant Staffing

Consultant's staffing shall include, but will not necessarily be limited to, the following:

- a. Any combination of Mental Health Specialist positions (MHS), (MHS I), (MHS II) and/or (MHS III) totaling 96 service hours per week.

(1) MHS

Holds a bachelor's degree and is currently enrolled in a graduate program for Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field. Individuals enrolled in a Pupil Personnel Services Credential program in the State of California may also be eligible to hold this position.

(2) MHS I

Holds a bachelor's degree and is currently enrolled in a graduate program for Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field and has completed a minimum of 12 units. Individuals enrolled in a Pupil Personnel Services Credential program in the State of California may also be eligible to hold this position.

(3) MHS II

Registered Associate with the California Board of Behavioral Sciences (BBS) or the California Board of Psychology (BOP) in at least one of the following areas: Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field.

(4) MHS III

Licensed with either the California Board of Behavioral Sciences (BBS) or the California Board of Psychology (BOP) in at least one of the following areas: Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field.

- b. One (1) clinical supervisor, and
- c. One (1) organizational leadership and support staff member.

See also, Appendix A: Wellness Together Mental Health Specialist Site Disbursement.

3. Limitation on Delegation of Personal Services by Consultant

The work and services provided for in this Agreement shall be performed by Consultant, and no person other than regular associates or employees of Consultant shall be engaged in such work or services except on written approval of District, provided that this provision shall not apply to secretarial, clerical, routine mechanical, and similar incidental services needed by Consultant to assist in the performance of this Agreement.

**APPENDIX A**

**Wellness Together Mental Health Specialist Site Disbursement**

**Wellness Together Site & Hours Options Reference Guide**

Table 1.1

<b>Site Options</b>					
<b># of MHS</b>	One MHS	Two MHS	Three MHS	Four MHS	<i>There is no maximum number of MHS's. Any number of MHS's not listed in Table 1.1 may follow the same incremental increases outlined in Table 1.1.</i>
<b># of Sites</b>	1-2 sites	1-4 Sites	1-6 Sites	1-8 Sites	
<b>24-hours per week (renewals only)</b>	24 Hours	48 Hours	72 Hours	96 Hours	
<b>32-hours per week</b>	32 Hours	64 Hours	96 Hours	128 Hours	

## Hours and Caseload Reference Guide

Table 1.2

MHS HOURS PER WEEK	Case management/admin	Crisis Intervention and Follow-Up	Individual Caseload
24	2	2	20
30	3	3	24
32	3	3	26

## APPENDIX B

### Expected Hiring and On-Boarding Timelines

#### Wellness Together Service Delivery

#### Start Date Dependency Matrix

Please sign and return the Agreement as soon as possible to avoid any delay in services. There may be up to a 2-month period after signature to allow for onboarding and training of new staff members. Please see the matrix below to anticipate your services start date based on signature date of the Services Agreement. This Matrix is for reference only. Actual timeline will be agreed upon by both Parties.

Signature Date	January 1st	January 15th	February 1st
Service Start Date	March 1st	March 15th	April 1st

Signature Date	February 15th	March 1st	March 15th
Service Start Date	April 15th	May 1st	May 15th

Signature Date	April 1st	April 15th	May 1st
Service Start Date	June 1st	June 15th	July 1st



Signature Date	May 15th	June 1st	June 15th
Service Start Date	July 15th	August 1st	August 15th

Signature Date	July 1st	July 15th	August 1st
Service Start Date	September 1st	September 15th	October 1st

Signature Date	August 15th	September 1st	September 15th
Service Start Date	October 15th	November 1st	November 15th

Signature Date	October 1st	October 15th	November 1st
Service Start Date	December 1st	December 15th	January 1st

Signature Date	November 15th	December 1st	December 15th
Service Start Date	January 15th	February 1st	February 15th

**EXHIBIT B  
to AGREEMENT FOR SERVICES**

**COMPENSATION**

**1. Compensation**

District will pay Consultant the total sum of FIVE HUNDRED THIRTY TWO THOUSAND TWO HUNDRED THIRTY ONE DOLLARS AND SIXTY EIGHT CENTS (\$532,231.68) for the work required to be performed pursuant to this Agreement, as follows:

Any combination of Mental Health Specialist (MHS), Mental Health Specialist I (MHS I), Mental Health Specialist II (MHS II), and/or Mental Health Specialist III (MHS III) positions.

**Total Cost of Contract**  
\$532,231.68

Total cost of Licensed Supervision, Program Administration, Program Costs and Wages for 96 MHS Hours Per Week for 74 Weeks in School Year weeks during the 2022-2024 School Years.

**2. Payment**

a. Schedule

Consultant shall be paid in accordance with monthly invoicing from Consultant. Up to eight (8) of the days may be used as paid training and/or administrative days. Invoices will be sent by the 5th of the month in which services are rendered.

b. Payment Options: To the extent that this Agreement is terminated prior to Consultant performing the work for which the District has prepaid, Consultant shall refund any unearned fees upon termination.

1. Pay In Full with 3% Discount (one invoice per school year): If District pays total cost of contract amount (\$532,231.68) in one lump sum on the initial invoice (net 30), parties agree to a full payment discount of three percent (3%). Invoices are sent by the 5th of the first month in which services are rendered.
2. Quarterly Payment with 1% Discount (four invoices per school year): If District pays total cost of contract in four equal payments, parties agree to a quarterly payment discount of one percent (1%). This payment option will be detailed on the initial invoice. Invoices are sent by the 5th of the first month of each quarter in which services are rendered. Quarterly invoicing procedures are outlined below:
  - a. Consultant shall invoice the District on a quarterly basis. Invoices will be sent by the 5th of the first month of each quarter and will be net 30. If services are initiated mid-quarter, all services for that quarter will be prorated and billed within five (5) business days of service start date. Quarters are as follows:
    - i. Q1: July - September
    - ii. Q2: October - December
    - iii. Q3: January - March
    - iv. Q4: April-June
3. Monthly Payment: Consultant shall be paid in accordance with monthly invoicing from Consultant. Consultant shall invoice the District by the 5th of the month in which services are rendered. The District shall pay Consultant within fifteen (15) calendar days of the invoice date.

**Please select a payment option for the 2022-2024 school years below:**

- **Option 1: Pay In Full with 3% Discount (one invoice per school year)**
- **Option 2: Quarterly Payment with 1% Discount (four invoices per school year)**
- **Option 3: Monthly Payments (monthly invoices)**

c. Process

Payment shall be made (for all undisputed amounts) within thirty (30) calendar days after Consultant submits an invoice to District for Services. To the extent that this Agreement is terminated prior to Consultant performing the work for

which the District has paid, Consultant shall refund any unearned fees upon termination.

d. Delay of Start of Services / Prorated Services

The Consultant hires based on the needs of the District, regardless of previous agreement(s). Consultant hiring begins after this Agreement is fully executed. Any delay in executing the Agreement by the District may therefore delay the Consultant's completion of the hiring process. If the start date of Services falls after the start date of this Agreement due to a delay based on Consultant hiring and training, hours will be prorated and Services will not be billed until Services begin on campus or online.

If the start date of Services falls after the start date of this Agreement due to delay in necessary communication on behalf of the District to the Consultant after the full execution of this Agreement, including but not limited to communication regarding school site assignments, scheduling, and introduction meetings necessary for Services to commence, Services will be billed according to the start date of this Agreement, regardless of when Services begin on campus or online.

See also Exhibit A, Appendix B: Expected Hiring and On-Boarding Timelines.

e. Additional Work and Compensation

Except for the provision allowing the District to request Consultant perform additional counseling work requested in accordance with the Scope of Work (Exhibit A) above, the Parties agree that work performed during the term of this Agreement shall be deemed to be performed under the provisions of this Agreement and shall not entitle Consultant to any additional compensation. If, during the term of this Agreement, District desires to retain Consultant to perform work or services determined by the Parties to be new work or services not covered by this Agreement, then a separate written Agreement for the new work or services must be executed between the parties prior to performance of the new work or services.

**EXHIBIT C  
to AGREEMENT FOR SERVICES**

**GENERAL TERMS AND CONDITIONS**

- 1. STANDARD OF CARE.** Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to local educational agencies.
- 2. COMMUNICATIONS TO DISTRICT.** Consultant will work and coordinate with a designated administrator as a point of contact for each school site for purposes of referral processes, location of counseling services, office space, and data collection and sharing. Consultant will provide District with documentation and processes that ensure parent/guardian permissions and attention to student privacy as may be required by the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as appropriate.
- 3. CONTROL OF WORK AND WORKERS BY CONSULTANT.** Consultant shall have sole control of the manner and means of performing this Agreement and shall complete it according to Consultant's own means and methods of work. Consultant shall direct the performance of Consultant's agents and employees.

4. **FURNISHING OF MATERIALS AND EQUIPMENT.** All materials and equipment needed by Consultant to carry out the work to be performed by Consultant under this Agreement shall be furnished by Consultant at Consultant's expense. Notwithstanding the foregoing, the District shall at its expense provide Consultant with a confidential, safe, furnished office with secure WiFi/Internet (minimum speed of WiFi/Internet 20 mb/s upload and 20mb/s download), adequate student supervision during transitions, reasonable technical assistance, and other standard utilities, at each campus location from which Consultant may perform in-person or telehealth services.
5. **PLACE OF PERFORMANCE OF SERVICES.** The services to be performed under this Agreement shall be performed at the District's place of business and other District locations as District may determine or online.
6. **HIRING OF EMPLOYEES.** Consultant shall have full authority to employ qualified and experienced workers in carrying out the terms of this Agreement and shall be responsible for, and in full control of, such workers. Persons hired by Consultant shall be employees of Consultant and are to be paid by Consultant alone at such compensation as Consultant deems proper, subject to applicable law. Consultant alone shall have the right to discharge workers in Consultant's employment.
7. **SUPERVISION BY CONSULTANT.** Consultant shall superintend, either personally or through a job supervisor, representative or employee, as the case may be, the execution of all work covered by this Agreement. If Consultant uses a job supervisor, representative or employee, as the case may be, Consultant agrees that such individual shall be competent and qualified and shall give his or her personal attention to the work under this Agreement at all times, and shall represent Consultant with full power to act on matters pertaining to this Agreement.
8. **RIGHT OF DISTRICT TO SUPERVISE AND INSPECT.** Consultant, as an independent Consultant, shall have the authority to control and direct the performance of the work done under this Agreement. However, the work shall be subject to District's general right of inspection and supervision to secure the satisfactory completion of it in accordance with generally accepted counseling standards and principles. District shall designate a representative or representatives who shall have access at all reasonable and appropriate times for the purpose of observing or inspecting the work performed by Consultant to judge whether such work is being performed by Consultant in accordance with this Agreement. However, the actual performance and superintendence of all work shall be by Consultant. Such representative or representatives shall be empowered to act for the District in all matters relating to Consultant's performance of work under this Agreement. Any and all of District's foregoing right to observe and supervise Consultant's work is subject to and conditioned on any applicable privacy laws, and the reasonably accepted privacy and confidentiality concerns of patients for whom Consultant is providing services. To the extent there is any conflict or question between District's right to supervise or observe and the privacy rights of patients, the latter will control.
9. **CLEARANCES.** All clearances required to provide service in a public school district in the State of California will be arranged and executed by and at the expense of Consultant. To the extent possible, District will reasonably assist and inform Consultant of such required clearances.
10. **INTELLECTUAL PROPERTY.** Consultant is and will be the sole and exclusive owner of all right, title, and interest in and to all Services performed by Consultant, including all Intellectual Property Rights therein. For the purposes of this Agreement: "Intellectual Property Rights" means any and all rights in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection.
11. **TERMINATION.**
  - a. **With Cause by District.** District may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
    1. material violation of this Agreement by Consultant; or
    2. any act by Consultant exposing District to liability to others for personal injury or property damage; or
    3. Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.Written notice by District shall contain the reasons for such intent to terminate and unless within fifteen (15) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) calendar days cease and terminate.

- b. **With Cause by Consultant.** Consultant may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
1. material violation of this Agreement by District; or
  2. any act by District exposing Consultant to liability to others for personal injury or property damage; or
  3. District is adjudged bankrupt, District makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by Consultant shall contain the reasons for such intention to terminate and unless within fifteen (15) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Consultant.

- c. Upon termination, except as deemed privileged and/or confidential by law, Consultant shall provide District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

12. **MUTUAL INDEMNIFICATION / DEFENSE / HOLD HARMLESS.** District and Consultant shall indemnify, defend with counsel reasonably appointed by the party to be defended, and hold harmless the other party, their respective officers, directors, employees, and agents from and against any and all claims, costs, loss or damages, including without limitation, for bodily injuries, death, worker's compensation subrogation claims, or damage to or loss of use of property caused by or arising from the negligent acts, omissions, or willful misconduct by Consultant or District, its officers, directors, employees, or agents in connection with or arising out of the performance of this Agreement.
13. **INSURANCE.** Consultant shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
14. **CONFIDENTIALITY.** Consultant and Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of District, except as required by law or as necessary for Consultant's agents, personnel, employee(s), and/or subconsultant(s) to perform the Services. If Consultant or any of Consultant's agents, personnel, employee(s), and/or subconsultant(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Consultant and the person served shall each promptly send to District notice(s) of the legal process, but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. Consultant shall require its agents, personnel, employee(s), and/or subconsultant(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subconsultant(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.
15. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Consultant receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Consultant agrees it shall immediately notify District of this information.
16. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation (the cost of which shall be split equally) prior to either Party commencing litigation. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop performing the Services.
17. **CONTRACT GOVERNED BY LAW OF STATE OF CALIFORNIA.** The parties agree that it is their intention and covenant that this Agreement and performance under this Agreement and all suits and special proceedings under this Agreement be construed in accordance with and under and pursuant to the laws of the State of California and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern, to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.
18. **COMPLIANCE WITH LAWS AND REGULATIONS.** In the performance of work provided for in this Agreement, Consultant agrees that it shall be conducted in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal. Consultant assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, state or federal, as to all its employees engaged in the performance of work under this

Agreement. Consultant further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with the enforcement of any state or federal laws on this subject. Consultant further agrees to furnish District, on request, a certificate or other evidence of compliance with state or federal laws covering contributions, taxes, and assessments on payrolls. Consultant assumes and agrees to pay any and all gross receipts, compensation, use, transaction, sales, or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work to be performed or on the compensation to be paid under this Agreement.

19. **DURATION.** This Agreement shall become effective upon execution by the Parties, but the obligations therein shall commence on Start Date of Contract, and shall remain in effect for the duration of this Agreement as provided, unless terminated for breach.
20. **ASSIGNMENT.** This Agreement is personal to the parties and may not be assigned by Consultant, in whole or in part, without the prior written consent of the District.
21. **REPRESENTATIVE'S AUTHORITY.** Consultant shall have no right or authority, either express or implied, to assume or create, on behalf of the District, any obligation or responsibility of whatsoever kind or nature.
22. **WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless it is in writing and signed by a duly authorized representative of both parties to this Agreement.
23. **WRITTEN NOTICE**
  - a. All communications regarding this Agreement should be sent to Consultant at the address set forth above unless notified to the contrary.
  - b. Any written notice under this Agreement shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.
24. **MEDIATION.** Any differences, claims, or matters in dispute arising between the parties out of this Agreement or connected with this Agreement shall be submitted by them to mediation (the cost of which shall be split equally) prior to either Party commencing litigation.
25. **PERMITS / LICENSES.** Consultant and all Consultant's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
26. **SAFETY AND SECURITY.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
27. **ANTI-DISCRIMINATION.** It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, Consultant agrees to require like compliance by all its subconsultant(s).
28. **FINGERPRINTING OF EMPLOYEES.** Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees if required by law to do so. Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by District, or acting as independent Consultants of Consultant. Verification of compliance with this Section is available upon request in writing to Consultant by District.
29. **RECORDKEEPING.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles (GAAP), reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for a minimum of three (3) years thereafter.
30. **EVALUATION OF CONSULTANT AND SUBORDINATES.** District may evaluate Consultant in any manner which is permissible under the law. District's evaluation may include, without limitation:
  - a. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
  - b. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s)
31. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in

writing in accordance with Section 22 of this Agreement. Consultant shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant by District.

32. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
33. **ASSIGNMENT AND SUCCESSORS.** Neither District nor Consultant shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
34. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
35. **SCOPE OF SERVICES**  
In the event that any provision of these General Terms and Conditions shall be construed to be in conflict with the Scope of Services attached and incorporated into the terms of this Agreement, the Scope of Services shall prevail.
36. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
37. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which Consultant's principal administrative office is located.
38. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
39. **EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
40. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both District and Consultant.
41. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
42. **AUTHORITY.** The individual executing this Agreement on behalf of Consultant warrants that he/she is authorized to execute the Agreement on behalf of Consultant and that Consultant will be bound by the terms and conditions contained herein.
43. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
44. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

**EXHIBIT D**  
**to AGREEMENT FOR SERVICES**

**INSURANCE**

1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
- 1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
- 1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to Consultant's profession.

Type of Coverage	Minimum Coverage
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	<b>\$1,000,000</b>
General Aggregate	<b>\$1,000,000</b>
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	<b>\$1,000,000</b>
General Aggregate	<b>\$1,000,000</b>
<b>Professional Liability</b>	<b>\$1,000,000</b>
<b>Workers Compensation</b>	<b>Statutory Limits</b>
<b>Employer's Liability</b>	<b>\$1,000,000</b>



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

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**Agenda Item:**

Comprehensive K-12 Health Education" Grant Program MOU between the San Diego County Superintendent of Schools and the Lakeside Union School District

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

This MOU between SDCOE and LUSD is in administration of the "Comprehensive K-12 Health Education" grant program, created in partnership with the County of San Diego Health and Human Services Agency (HHS). All grant-funded activities will take place on LUSD middle school campuses. An analysis of LUSD local data identified middle school campuses and its students for this \$75,000. grant. This grant updates California's Health Education Framework health education programming and instruction in any of the six content areas (such as mental, social, and emotional health; alcohol, tobacco, and other drugs; personal and community health). The effective time period of this agreement is to be March 2022- May 1, 2025.

**Fiscal Impact (Cost):**

none

**Funding Source:**

San Diego County Superintendent of Schools (SDCOE) and Human Services Agency (HHS)

**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 type="checkbox"/> Approval            | <input type="checkbox"/> Explanation: <a href="#">Click here to enter text.</a> |
| <input checked="" type="checkbox"/> Adoption |   |

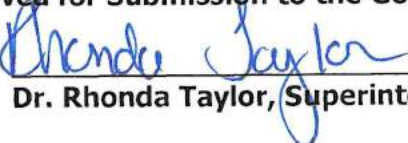
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**Originating Department/School:** Pupil Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

\_\_\_\_\_  
**Principal/Department Head Signature**

  
\_\_\_\_\_  
**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member** \_\_\_\_\_

# Comprehensive K-12 Health Education Agreement

SDCOE Agreement No. \_\_\_\_\_

This Agreement, is entered into this 16 day of March 2022, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and LAKESIDE UNION SCHOOL DISTRICT (hereinafter referred to as "District") who agree to the following:

SDCOE is administrating the "Comprehensive K-12 Health Education" grant program, created in partnership with the County of San Diego Health and Human Services Agency (HHSA). Districts have submitted applications for grant funding through this program to update health education programming to align to the *California Health Education Framework* in any of the six content areas. As such the parties have agreed to the following.

District shall provide services as described in Exhibit A entitled "Special Provisions" attached hereto and made a part hereof. District will receive funds awarded and distribute to the sites listed below.

Local Education Agency	Contact	Amount
Lakeside Union School District	Natalie Winspear nwinspear@lsusd.net	\$75,000.00

District will be paid via auditor transfer.

The District agrees to hold harmless, defend, and to indemnify the SDCOE, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from this agreement.

Activities in this agreement are funded by the Centers for Disease Control and Prevention San Diego COVID-19 Health Disparities Project through the County of San Diego Contract #565438 with the San Diego County Superintendent of Schools (Exhibit B). District (including its agents, employees, and appointed providers) agree to be subject to and shall follow the standard terms and conditions in County Contract #565438 that apply to SDCOE as contracted by the County of San Diego.

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

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

**SAN DIEGO COUNTY SUPERINTENDENT  
OF SCHOOLS**

**DISTRICT**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
By (Authorized Signature)

Michael Simonson  
\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Name (Type or Print)

Deputy Superintendent, CBO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**SPECIAL PROVISIONS**

**A. Scope of Services.**

The following will be completed by May 1, 2023:

**Deliverables:**

- Submit a work plan, timeline and budget to SDCOE within 30 days of the contract being executed ([SDCOE Health Education Grant Work Plan Template](#))
- At least four representatives attend all four sessions of the [SDCOE Health Education Framework Professional Learning Series](#)
- Update health education programming to align to the [Health Education Framework for California Public Schools](#) by:
  - Convening a Health Education Leadership Committee
  - Conducting strategic planning specific to health education instruction and programming that may include evaluating local data
  - Identifying and/or developing curricula for the following content areas:
    - Mental, Social and Emotional Health
    - Alcohol, Tobacco and Other Drugs
    - Other content areas as identified by the Health Education Leadership Committee
  - Providing health education professional learning and technical assistance to teachers
  - Implementing skill-based health education instruction with students
  - Purchasing and/or developing materials to support skills-based instruction in health education
- Participate in SDCOE-facilitated quarterly meetings of grant recipients.
- Complete and submit the following progress and spending reports:
  - Quarterly progress and spending report (template will be provided)
  - Final project report (template will be provided)
- Document and submit at least one success story that describes the impact of this funding.
- Be available to present your work and the impact that resulted from this funding to the grant to local educational agencies and community partners upon request (not to exceed two presentations during the contract period).

**Submit the Following Evidence to SDCOE:**

- Work plan, timeline and budget within 30 days of contract execution
- Quarterly progress reports
- All resources created with this funding, including, but not limited to:
  - Roster and agendas for Health Education Leadership Committee
  - Professional learning agendas/slides and attendance rosters
  - Health education curricula
  - Classroom health education instructional schedule/calendar
- Description of items purchased to support skills-based health education
- Documentation of at least one success story
- Final project report

**Requirements:**

- All grant-funded activities must take place within San Diego County
- All grant-funded activities must comply with California Ed Code

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

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**Agenda Item:**

MOU between Elizabeth Hospice and the Lakeside Union School District

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

This MOU agrees to offer LUSD students a seven-eight week grief groups on school sites consisting of a group opening, a grief related activity, optional sharing time, snacks, and a group closing; crisis support; professional trainings to school personnel; resources and consultation. The effective time period of this agreement is to be July 2022-June 2025.

**Fiscal Impact (Cost):**

none

**Funding Source:**

none

**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 type="checkbox"/> Approval            | <input type="checkbox"/> Explanation: <a href="#">Click here to enter text.</a> |
| <input checked="" type="checkbox"/> Adoption |   |


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**Originating Department/School:** Pupil Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
Principal/Department Head Signature

  
\_\_\_\_\_  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member** \_\_\_\_\_



The Elizabeth Hospice

### **Memorandum of Understanding**

THIS Agreement is entered into this **February 3rd, 2022** between **Lakeside Union School District** hereinafter called the "District" and **The Elizabeth Hospice** hereinafter called the "Provider".

The Provider agrees to perform services for the District school sites as follows: All services outlined in the Scope of Practice that includes: a seven-eight week grief groups on site consisting of a group opening, a grief related activity, optional sharing time, snacks, and a group closing; crisis support; professional trainings to school personnel; resources and consultation as further described in the scope of practice, herewith attached and incorporated. The work will be performed under the direction **Dr. Natalie Winspear, Director of People Services**. The terms of this Agreement shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms of scope of practice.

There is no exchange of funds between the two parties.

The effective time period of this agreement is to be **July 2022-June 2025**. This agreement may be terminated by either party with or without cause upon fourteen (14) days written notice to the other party.

**PROFESSIONAL LIABILITY INSURANCE:** Both parties shall secure and maintain throughout the term of this agreement such policy or policies of professional and general liability insurance, issued by an insurance company licensed to do business in the State of California. Such insurance shall be in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate coverage.

**WORKER'S COMPENSATION INSURANCE:** If and when applicable during the term of this agreement, both parties shall obtain and maintain at their sole cost and expense and in accordance with the laws of the State of California, workers' compensation insurance for their business and their agents, servants and employees.

**PROOF OF INSURANCE:** Each party shall, from time to time and on the reasonable request of the other party, furnish to the other party written evidence that such policies of insurance are in full force and effect and valid and existing in accordance with the provisions of this agreement. Each party shall provide the other party with no less than 30 days prior written notice of cancellation or amendment of any of the insurance policies described above.

**MUTUAL HOLD HARMLESS:** Each party shall be responsible for the acts and omissions of itself and its employees and subcontractors and neither party agrees to indemnify any other party for any such act or omission; provided, however, that this Agreement shall not constitute a waiver by any party of any rights to indemnification, contribution or subrogation that such party may have by operation of law.

**FINGERPRINT REQUIREMENTS:** During the entire term of this Agreement, the Provider, if applicable, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements), when it is determined that the Provider will have contact with District pupils. If the District determines that more

[www.elizabethhospice.org](http://www.elizabethhospice.org)



# The Elizabeth Hospice

than limited contact with students will occur during the performance of these services by PROVIDER, PROVIDER will not perform SERVICES until all employees or volunteers providing services have been fingerprinted by the Department of Justice (DOJ) and DOJ fingerprinting clearance certification has been provided to District.

**ANTI-DISCRIMINATION:** It is the policy of the DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The PROVIDER agrees to comply with applicable Federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the PROVIDER agrees to require like compliance by any subcontractors employed on the work by such PROVIDER. In accordance with Government Code section 12990, the PROVIDER shall give written notice of its anti-discrimination obligations to any labor organization with which PROVIDER has a collective bargaining or other agreement. PROVIDER shall also require any subcontractor it hires to provide written notice of its anti-discrimination obligations to any labor organizations with which the subcontractor has a collective bargaining or other agreement.

**FORCE MAJEURE:** In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature of any cause that are not that party's fault or are beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption. In the event of an epidemic or pandemic, and if/when possible, Provider shall attempt to provide services in a safe and effective manner via a virtual platform. Programs and Interventions may alter according to event and environment impacted by events.

It is expressly understood and agreed to by both parties hereto that the Provider, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent Provider and is not an officer, agent, or employee of the aforesaid District.

**Provider: The Elizabeth Hospice**

Signature:

Title: Sarah McSpadden, President & CEO  
Address: 500 La Terraza Blvd. Ste. 130, Escondido, CA 92025

Date:

**District: Lakeside Union School District**

Signature: *Patricia Fernandez*

Title: *Coordinator Student Support*

Email: *pfernandez@lsusd.net*

Phone: *619-390-2600*

Address: *12335 Woodside Ave Lakeside, CA 92040*

Date: *April 20, 2022*

[www.elizabethhospice.org](http://www.elizabethhospice.org)

# LAKESIDE UNION SCHOOL DISTRICT

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Governing Board Meeting Date: *April 20, 2022*

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**Agenda Item:**

Program Self Evaluation (PSE) for the CSPP contract (State Preschool)

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

Annual PSE for the state preschool.

**Fiscal Impact (Cost):**

n/a

**Funding Source:**

n/a

**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: <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> Adoption            |   |

---

**Originating Department/School:** LEAPP/State Preschool @LP

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
Principal/Department Head Signature

  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member** \_\_\_\_\_

## Program Self-Evaluation

Fiscal Year 2021–22

1. **Contractor Legal Name** (Full Spelling of Legal Name only. Acronyms or site names not accepted):

Lakeside Union Elementary School District

2. **Four-Digit Vendor Number:** 6818

3. **Program Director Name** (As listed in the Child Development Management Information System [CDMIS]):

Dr. Natalie Winspear

4. **Program Director Phone Number:** 619-390-2600. ext.2624

5. **Program Director Email Address:** nwinspear@lsusd.net

6. **Statement of Completion:**

I certify that an annual plan has been developed and implemented for the Program Self-Evaluation (PSE) that includes the use of the Program Instrument (PI), age appropriate Environment Rating Scales, Desired Results Parent Survey, and the Desired Results Development Profile for the California State Preschool Program (CSPP) contract, per *California Code of Regulations*, Title 5 (5 CCR), Section 18279.

I also certify that all documents required as part of the PSE have been completed and are available for review and/or for submittal upon request.

- The Early Education 21–22 Program Instrument (DOCX), which can be found at <https://www.cde.ca.gov/sp/cd/ci/documents/eed2122.docx>, includes Items 1 through 20 as applicable to your contract type(s).

7. **Signature of Program Director** (As listed in the CDMIS):

8. **Date of Signature:** \_\_\_\_\_

9. **Name and Title of contact person completing the PSE:**

Bridget Gambardella - Teacher/Site Supervisor

10. **Contact Person Telephone number:** 619-390-2391. ext.2908



bgambardella@lsusd.net

**11. Contact Person Email Address:**

**12. Email the signed PSE, all four (4) pages, including additional sheets, together to the PSE email inbox at [PSEFY2122@cde.ca.gov](mailto:PSEFY2122@cde.ca.gov) using the Fiscal Year (FY) and the contractor's legal name in the subject line (e.g., PSE 21-22 XYZ School District).**

**Note:** All supporting documents required as part of the PSE (see Statement of Completion) are to be kept on site and shall not be included with the submission of the PSE.

## Summary of Program Self-Evaluation

Fiscal Year 2021–22

**13. In accordance with the 5 CCR, Section 18279(b)(3), provide an assessment, in narrative format, summarizing the:**

**a. Staff and**

**b. Board member participation, in the PSE process.**

**Responses are not limited to space provided. Attach additional (Word document) sheets as necessary.**

see 2021 22 PSE Narratives

**14. In accordance with the 5 CCR, sections 18279(b)(4) and 18279(b)(5), provide a summary of the findings for areas that:**

- a. Did not meet standards, and**
- b. A list of tasks needed to modify the program to address all items in need of improvement**

**Responses are not limited to space provided. Attach additional (Word document) sheets as necessary.**

see 2021 22 PSE Narratives

**15. In accordance with the 5 CCR, section 18279(b)(4) and 18279(b)(6), provide a summary of the findings for areas that:**

- a. Met standards, and**
- b. Describe the procedures for ongoing monitoring to ensure that those areas continue to meet standards.**

**Responses are not limited to space provided. Attach additional (Word document) sheets as necessary.**

see 2021 22 PSE Narratives

## 2021 22 PSE Narratives

### **13. In accordance with 5CCR, Section 18279(b)(3), provide an assessment, in narrative format, summarizing the: Staff and Board Member participation in the PSE process.**

The PSE is worked on all year by the Teaching Staff and Board Members. The teacher updates the PSE information by adding monthly newsletters, menus, attendance forms, parent education information, etc., as specified in the current PI (Program Instrument).

At the beginning of the 2021/22 school year the Board Members and District Office Staff provided guide lines to the Teaching Staff regarding mask mandates, vaccination options, COVID 19 testing locations, and a Symptom Tree to follow for ill children, staff and family members. As these guidelines changed, we were informed immediately about new information and how to proceed. The Board and District Management Staff, continue to guide us on all changing policies and procedures, and how we need to comply.

The Teaching Staff continues to work together daily. We update and implement curriculum. DRDP assessment data was collected and results were reviewed during a staff meeting to see where the children needed more help and where they were doing well. The Teacher shared DRDP data with the individual families who signed up for parent/teacher conferences, and suggested ideas to the family so the child could work and learn at home. The Teacher conducted an ECERS assessment on the inside and outside environment to see where the program needed to make changes and these results were reviewed at a staff meeting as well. The Teaching Staff is holding staff meetings about every 2 months this year, due to low enrollment, and we discuss upcoming curriculum projects, where children are needing extra help, and review DRDP and ECERS results. We then come up with activity ideas, or room changes to improve and assist better learning for the children. The Teacher then follows through on the assigned tasks, to ensure they are working successfully or need adjustments.

The Teaching Staff updates monthly menus, prepares daily curriculum activities for the children, keeps the environment clean and ready for each class, assists the children with personal care routines, meals, and provides one on one instruction as well as group instruction with the children. They are provided with semiannual training for CPR, and annual training for Child Abuse, Sexual Harassment, Suicide Prevention, and Bloodborne Pathogens.

The Teacher supplied the family with a Parent Survey, results will be reviewed with the preschool manager and changes will be made where necessary. Information that needs to be relayed to parents from the survey will be shared in the monthly Classroom Newsletter.

All families are included in our PAC. We have 3 meetings a year where we interact with families closely and receive ideas for improvement. The Parent Orientation at the beginning of the year was one and we gave families information about the class, and the program, and answered all questions. The Parent/Teacher Conferences were another, and families signed up for an individual meeting to discuss their child's learning and share other information regarding their family. The Parent Survey was the final meeting where the families could share suggestions anonymously. The Teaching Staff has daily interaction with the family during a drive through drop-off and pick-up time and the Teacher calls individual families with more in-depth conversations.

### **14. In accordance with the 5 CCR, sections 18279(b)(4) and 18279(b)(5), provide a Summary of Findings for areas that did not meet standards, and a list of tasks needed to modify the program to address all items in need of improvement.**

For the DRDP Assessment we focused on Social and Emotional Development as well as Language and Literacy Development for improvement, after reviewing the Online Group Report. In the Social and Emotional

Development, we noticed that the children were only able to act out play scenarios from experiences they had actually had. They were not able to use their imagination for play scenarios. We saw children who did not have experiences outside of their homes due to state quarantine mandates. Their dramatic play scenarios were mommy, daddy, and other family members at home. No parks, firefighters, or flying to make believe destinations, or creations of imaginary characters showed up in their play. So, in our Staff Meeting we decided that the teaching staff would physically join the children's play scenarios and introduce imaginary ideas and then help the children add these ideas to their play scenarios. We also decided to add more props to the block area, to make up for a lack of flannel board pieces, puppets and other soft surface props that were banned due to COVID regulations. Finally, we added more imaginary based sentences to our Daily Message, to help them extend their imagination. (Example: Bobby wants to drive in a car to the store. Would be expanded to: Bobby wants to fly in a purple, robot plane to the rainbow, cotton candy store.). We made all of these changes the following day and will continue to follow-up on their progress and make adjustments throughout the rest of the year.

In Language and Literacy Development we noticed that the children had no interest in looking at story books. They said repeatedly, "we can't read," and when we introduced dolls for them to tell stories by looking at pictures in the books, it wasn't helping. Their lack of imagination, mentioned above, also prevented them from creating stories for the dolls, even when looking at pictures for ideas. In our Staff Meeting, we decided to tell the children that they could bring their favorite storybook from home, to retell the story to the class and hopefully spark an interest in story books. We also hoped it would expose different imaginary ideas to the children to expand their imagination. We also decided to create a class story together. The children and Teacher would collaborate together as authors and illustrators. This would not be rushed and continued daily over time until finished. This worked very well and the children created and illustrated a very imaginative class story and continue to bring in their favorite stories to retell to the class. We will continue the story sharing next year as well.

For the ECERS assessment we focused on Personal Care #10 and Activities #26. For Personal Care #10 we realized we were not using child sized utensils at the meal table and we were serving them everything. With the COVID restrictions, we stopped having the children self-serve and realized we could now reintroduce some self-serve opportunities. At our Staff Meeting we decided to still have the Teaching Staff prepare the main plate of food but have a bowl of extra food choices and a small pitcher of milk for self-serving if they wanted more. We also realized we were cleaning up all of the spills for the children, and would teach and assist the children to clean up their own simple spills. This began the following day and the children are doing well with it. It will continue until the end of the year and into next year.

For Activities #26 we needed to add some math/number activities that required some Staff input, so we found some surveys that the children could use to ask each other simple questions. They made tally marks as they recorded the answers and then added up the totals to compare preferences, heights, and quantities. The Staff assists by making sure the child knows what question to ask, and reviewing the totals with them. We also added a height chart to a wall, so they can see how much they are growing month to month. The Staff assists with the measuring and showing them how to mark their height. This began the following day and will continue until the end of the year. The children enjoy these activities and will continue next year.

Overall, the Parent Survey reveals that parents are very satisfied with the program. They did request that we increase our Cultural activities and that is something we will add to the curriculum for next year. They also wanted more information about the Staff and this will be corrected next year as well when they can come into the classroom and look at the Teaching Staff Profiles.

**15. Provide a Summary of Findings for areas that met standards, and describe procedures for ongoing monitoring to ensure that those areas continue to meet standards.**

In the DRDP Online Group Report, the Approaches to Learning Self-Regulation area was strong and the children were showing us they were eager to learn. They loved coming to school and engaging in all of the learning activities and toys with curiosity and an interest in learning. Their Language Development was higher than in years past and so was their Math: Cognition abilities regarding their counting skills and letter, number and shape recognition. We concluded that this was a result of being together during quarantine with a lot of one-on-one time. Parents were teaching at home and we were glad to see it. Our activities and curriculum supplies are allowing them to continue in their learning successfully.

In Physical Development, the children showed skills in their gross motor movements and loved working with balls, sand, water and bikes and other equipment we rotate daily in our playground area. Their writing and scissor cutting abilities needed improvement but our daily writing and cutting opportunities and access to manipulative toys helped them improve these skills quickly. Our homework packets were a welcome resource to parents. They wanted to ensure they were on the right track in preparing their children for elementary school and loved having a part in practicing their skills at home. The children loved being a "big kid" like their older siblings. The Teaching Staff benefits from the homework packets because we can collect the family input needed for the DRDP. We are able to see how the child works at home with their family, compared to how they work at school. With a younger group expected next year, due to TK ages enrolling in elementary schools, we will continue with homework in some capacity, but will need to make adjustments for the younger ages expected. As a bonus, all of the language improvements we implemented from question #14 helped the English Language Learners with new vocabulary and to express themselves confidently.

The ECERS assessment showed that our Space and Furnishings were arranged well, but we continually monitor this as the children grow and change. No changes have been necessary. We did well with our supply of Language-Reasoning equipment and change these items out monthly to match the curriculum theme and keep the children's interest going. Our Teaching Staff is doing well supervising the safety of the children and interacting with the children during play and teaching times. Interactions are respectful and considerate. The Teaching Staff communicates daily with the families, and are aware of any changes in the family or concerns they may have about their child. The Staff also does with mentoring the children daily on how to best interact with others in various situations. When discipline issues arise, the Staff communicates with each other to apply best practices regarding a specific issue.

The Parent Survey as mentioned above shows that the parents are very satisfied with the program. Some of the comments were, "My son comes home with great and positive things to say about all the fun things he does with his friends at school.", "We love the program.", "We love the Staff. My child really enjoys school.", "We are grateful for this program."

We consider our preschool class a team unit, and we work to learn about each other so that we can work successfully together and support each other in our daily interactions throughout the year. Our Program Structure works well for the Staff and children, and on days where special events arise, we talk about the change in the day, and then discuss the adjustments together, (things like unexpected Fire Drills, Birthday celebrations, Rainy Day changes, Promotion practices, etc.). We will continue to work with the items that are working in our class and make adjustments next year, as needed, when we meet our new group of children.

# LAKESIDE UNION SCHOOL DISTRICT

---

**Governing Board Meeting Date:** April 20, 2022.

---

**Agenda Item:**

Settlement Agreement and General Release.

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

LUSD and student reached a settlement agreement via resolution with the student's and district attorneys.

**Fiscal Impact (Cost):**

Compensatory Education- \$7,200.00 for 72 hours of Educational Services to include (Specialized Academic Instruction; Speech and Language Services; Occupational Therapy; Behavior; Executive Functioning Counseling); IEE for Functional Behavior Analysis- \$2,640.00; Attorney Fees- \$5,500.00.  
**Total Fiscal Impact: \$15, 340.00.**

**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** 



# LAKESIDE UNION SCHOOL DISTRICT

---

**Governing Board Meeting Date:** April 20, 2022

**Agenda Item:**

Review and acceptance of the 2020-21 Bond Annual Audit Report by Wilkinson Hadley King & Co. LLP

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

Education Code 41020.3 states the governing body of each local education agency shall review, at a public meeting, the annual audit of the local education agency for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor and any description of correction or plans to correct any exceptions or management letter issue. This review shall be placed on the agenda of the meeting pursuant to Section 35145.

The LUSD auditor, Wilkinson Hadley King & Co, issued an opinion that the financial statements present fairly in all material respects, the respective financial position of the governmental activities, each major fund and the aggregate remaining fund information of LUSD, as of June 30, 2021.

As required by law, the Citizens Bond Oversight Committee reviewed the 2020-21 bond audit report at its meeting on 3/30/22.

There were no findings in the 2020-21 bond audit report.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Addresses Emphasis Goal(s):**

- #1: Academic Achievement       #2: Social Emotional       #3: Physical Environments

**Recommended Action:**

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

**Originating Department/School:** Business Services


**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
Lisa Davis, Assistant Superintendent

  
\_\_\_\_\_  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member** \_\_\_\_\_



Lakeside Union  
School District  
Proposition V &  
Measure L  
Building Fund (21-39)

Financial Statements &  
Supplementary Information

June 30, 2021



WILKINSON HADLEY  
KING & CO. LLP  
CPAs AND ADVISORS

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

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June 30, 2021

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# **Lakeside Union School District**

## **Proposition V & Measure L Building Fund (21-39)**

### **Introduction & Citizens' Oversight Committee Member Listing**

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On November 4, 2008 the Lakeside Union School District was successful under Proposition V in obtaining authorization from the District voters to issue up to \$79,550,000 in General Obligation Bonds pursuant to a 55% vote in a bond election.

The Board of Trustees of the District found and determined that, due to State law limitations imposed on the issuance of bonds under Proposition V, the balance of funds pending issuance would not be able to be acquired; therefore, on November 4, 2014, Lakeside Union School District was successful under Measure L in obtaining re-authorization from the District voters to issue up to \$31,000,000 in General Obligation Bonds pursuant to a 55% vote in a bond election.

The General Obligation Bonds are considered Proposition 39 bonds. The passage of Proposition 39 in November, 2000 amended the California Constitution to include accountability measures. Specifically, the District must conduct an annual, independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent audit of the proceeds from the sale of the bonds until all of the proceeds have been expended.

Upon passage of Proposition 39, an accompanying piece of legislation, AB 1908 was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond measure pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Independent Citizens' Oversight Committee, and authorization for injunctive relief against improper expenditure of bond revenues.

The Lakeside Union School District Proposition V and Measure L Independent Citizens' Oversight Committee as of June 30, 2019 was comprised of the following members:

## Independent Auditor's Report

To the Citizens' Oversight Committee  
Lakeside Union School District  
Proposition V & Measure L Building Fund (21-39)  
Lakeside, California

### Report on the Financial Statements

We have audited the accompanying financial statements of the Lakeside Union School District Proposition V & Measure L Building Fund (21-39), which comprise the balance sheet as of June 30, 2021, and the related statement of revenues, expenditures, and changes in fund balance for the year then ended and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Lakeside Union School District Proposition V & Measure L Building Fund (21-39) as of June 30, 2021, and the results of its operations for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Emphasis of Matter**

As discussed in Note A, the financial statements present only the Building Fund (21-39) which is specific to Proposition V & Measure L and is not intended to present fairly the financial position and results of operations of Lakeside Union School District in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information as identified in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information identified in the table of contents is presented for purposes of additional analysis and is not a required part of the financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 25, 2022, on our consideration of Lakeside Union School District Proposition V & Measure L Building Fund's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

### **Report on Other Legal and Regulatory Requirements**

In accordance with the requirements of Proposition 39, as incorporated in California Constitution Article 13A, we have also issued our performance audit report dated March 25, 2022 on our consideration of the District's compliance with the requirements of Proposition 39 with regards to the Proposition V & Measure L Building Fund (21-39). That report is an integral part of our audit of the Lakeside Union School District Proposition V & Measure L Building Fund (21-39) for the fiscal year ended June 30, 2021 and should be considered in assessing the results of our financial audit.

El Cajon, California  
March 30, 2022

**LAKESIDE UNION SCHOOL DISTRICT  
PROPOSITION V & MEASURE L  
GENERAL OBLIGATION BONDS  
MANAGEMENT'S DISCUSSION AND ANALYSIS - UNAUDITED  
For Fiscal Year Ended June 30, 2021**

This section of Lakeside Union School District's (District) Proposition V & Measure L Building Fund annual financial and performance audit report presents management's discussion and analysis of the Bond Program during the year ending June 30, 2021. Readers should also review the financial statements and notes to the basic financial statements included in the audit report to enhance their understanding of the Proposition V & Measure L Bond Program's financial and program performance.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

The discussion and analysis is intended to serve as an introduction to the District's Proposition V & Measure L Building Fund basic financial statements. The Fund's financial statements comprise three components: 1) management's discussion and analysis; 2) the Building Fund's financial statements; and 3) the performance audit required by law.

The District accounts for Proposition V & Measure L activity in the District's Building Fund (Fund 21-39). The Building Fund is a governmental fund type accounted for on a modified accrual basis of accounting that does not include fixed assets or long-term liabilities.

On November 4, 2008, the voters of the Lakeside Union School District community voted to approve Proposition V to authorize the District to issue up to \$79.5 million of general obligation bonds to finance certain specified capital projects and facilities. In 2009 and 2010, the District issued two series of these bonds, in the amount of 34.8 million to fund projects. All Proposition V funds were fully spent prior to the 2019-20 fiscal year.

In November 2014, the voters approved the reauthorization of \$31 million of general obligation bonds with the passage of Proposition V & Measure L. \$2.9 million of Proposition V & Measure L bonds were issued in 2015 (Series A) that provided for district technology purchases. In November 2018, the district issued \$15 million of Proposition V & Measure L, Series B bonds to complete facility projects.

**FINANCIAL HIGHLIGHTS**

- The fund balance for Proposition V & Measure L Building Fund is \$5,152,010 as of June 30, 2021.
- The fund balance has decreased by \$6,835,405 since June 30, 2020, as the District continues to expend bond proceeds to modernize, construct and improve its facilities.
- Revenues consisted of interest earnings only. Revenue totaled \$122,037 as of June 30, 2021 as compared to \$268,740 in June 2019.
- Expenditures as of June 30, 2021 totaled \$6,957,442 as compared to \$2,968,061 in June 2020.



**Balance Sheet**

The District’s Proposition V & Measure L Building Fund balance as of June 30, 2021 was \$5,152,010 (See Table Below).

**LAKESIDE UNION SCHOOL DISTRICT  
MEASURE L  
GENERAL OBLIGATION BONDS  
June 30, 2021**

	<b>Building Fund</b>		<b>Total % Change over 2019-20</b>
	<b>2019-20</b>	<b>2020-21</b>	
Cash	\$ 12,119,467	\$ 5,920,299	-51.2%
Accounts Receivable	\$ 51,736	\$ 13,682	-73.6%
<b>Total Assets</b>	<b>\$ 12,171,203</b>	<b>\$ 5,933,981</b>	<b>-51.2%</b>
Accounts Payable	\$ 183,512	\$ 781,684	326.0%
Due to Other Funds	\$ 109	\$ 287	162.9%
<b>Total Liabilities</b>	<b>\$ 183,621</b>	<b>\$ 781,971</b>	<b>325.9%</b>
Fund Balance	\$ 11,987,582	\$ 5,152,010	-57.0%
<b>Total Liabilities and Fund Balance</b>	<b>\$ 12,171,203</b>	<b>\$ 5,933,981</b>	<b>-51.2%</b>

## Fund Balance

The interest income reported represents funds earned on the cash held by the San Diego County Treasurer. The total expenditures of \$6,957,442 are only for Proposition V & Measure L voter authorized expenses (See Table Below).

**LAKESIDE UNION SCHOOL DISTRICT  
MEASURE L  
GENERAL OBLIGATION BONDS  
June 30, 2021**

	<b>Building Fund</b>		<b>Total % Change over 2019-20</b>
	<b>2019-20</b>	<b>2020-21</b>	
<b><i>Revenues</i></b>			
Interest	\$ 268,740	\$ 122,037	-54.6%
Total revenues	<b>\$ 268,740</b>	<b>\$ 122,037</b>	-54.6%
<b><i>Expenditures</i></b>			
Classified salaries	\$ 14,478	\$ 14,198	-1.9%
Taxes and employee benefits	\$ 8,069	\$ 8,337	3.3%
Material and supplies	\$ -	\$ -	0.0%
Services/other operating	\$ -	\$ -	0.0%
Capital outlay	\$ 2,945,514	\$ 6,934,907	135.4%
Total expenditures	<b>\$ 2,968,061</b>	<b>\$ 6,957,442</b>	134.4%
Net Change in Fund Balance	<b>\$ (2,699,321)</b>	<b>\$ (6,835,405)</b>	<b>153.2%</b>
Fund Balance as of June 30	<b>\$ 11,987,415</b>	<b>\$ 5,152,010</b>	<b>-57.0%</b>

**PROPOSITION V & MEASURE L BUILDING FUND PROJECTS - YEAR IN REVIEW**

Bond proceeds are required to be expended to modernize, replace, renovate, construct, acquire, equip, furnish and otherwise improve the facilities of the Lakeside Union School District. The following expenditures were funded by the Bond Fund during the 2020-21 fiscal year:

<b>Project Description</b>	<b>School Site</b>	<b>2020-21 Expenditures</b>
Modernization Project	Tierra Del Sol Middle	\$ 123,894
Bond Management & Administrative Costs	District Wide	95,174
Moderinzation & Energy Savings	District Wide	229
Roof Replacement	Lakeside Middle School	13,542
Security Camera Installation	District Wide	21,264
Modernization Project	Lakeside Farms	350,004
Improve Existing MPR	Lindo Park	333,481
Gym Modernization	Tierra Del Sol Middle	2,745,278
Renovation	Central Kitchen	646,019
Vacant Lot Improvements	Lakeside Farms	840,478
Parking Lot Improvements	District Wide	1,256,283
<b>Total Bond Fund Expenditures</b>		<b>\$ 6,425,646</b>

## **Requests for Information**

This financial report is designed to provide our citizens, taxpayers, investors, and creditors with a general overview of the District's Proposition V & Measure L Building Fund finances to demonstrate the District's accountability for the funding it receives. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Business Services Department at Lakeside Union School District, 12335 Woodside Avenue, Lakeside, CA 92040, or call 619-390-2640.

## Financial Statements

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Balance Sheet

June 30, 2021

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**Assets:**

Current Assets

Cash in County Treasury	\$ 5,920,299
Accounts Receivable	<u>13,682</u>
Total Current Assets	<u>5,933,981</u>

Total Assets \$ 5,933,981

**Liabilities and Fund Balance:**

Current Liabilities

Accounts Payable	\$ 781,684
Due to Other Funds	<u>287</u>
Total Current Liabilities	<u>781,971</u>

Fund Balance

Restricted for Capital Projects	<u>5,152,010</u>
Total Fund Balance	<u>5,152,010</u>

Total Liabilities and Fund Balance \$ 5,933,981

The accompanying notes to the financial statements are an integral part of this statement.

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Year Ended June 30, 2021

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**Revenues:**

Interest Income	\$ 122,037
Total Revenues	<u>122,037</u>

**Expenditures:**

Current Expenditures:	
Classified Salaries	14,198
Employee Benefits & Payroll Taxes	8,337
Capital Outlay:	
Land Improvements	2,225,989
Buildings & Improvements	4,708,918
Equipment	<u>-</u>
Total Expenditures	<u>6,957,442</u>

<b>Net Change in Fund Balance</b>	(6,835,405)
<b>Fund Balance, Beginning of Year</b>	<u>11,987,415</u>
<b>Fund Balance, End of Year</b>	<u><u>\$ 5,152,010</u></u>

The accompanying notes to the financial statements are an integral part of this statement.

# Lakeside Union School District

## Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements  
For the Year Ended June 30, 2021

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### A. Summary of Significant Accounting Policies

Lakeside Union School District Proposition V & Measure L Building Fund (21-39), hereinafter referred to as the “Bond Fund”, accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education’s *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

#### 1. Reporting Entity

The Bond Fund was formed to account for renovation of schools for Lakeside Union School District (District), through expenditures of general obligation bonds issued under Proposition V, authorized by registered voters on November 4, 2008, and Measure L which reauthorized remaining amounts under Proposition V by authorized voters November 4, 2014.

The Bond Fund operates under a locally selected Citizens’ Oversight Committee comprised of seven members formed in accordance with the Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code, Proposition 39. The reporting entity consists only of the Bond Fund of the District. These financial statements are intended to present only the financial position and results of operations of the Bond Fund in conformity with accounting principles generally accepted in the United States of America, and accordingly do not present the financial position and results of operations of the District.

#### 2. Basis of Accounting – Measurement Focus

**Bond Fund.** The bond fund is reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The Bond Fund considers all revenues reported in the fund to be available if the revenues are collected within sixty days after year-end. Revenues from local sources consist primarily of interest earned. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds from general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the Bond Fund incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the Bond Fund’s policy to use restricted resources first, then unrestricted resources.



# Lakeside Union School District

## Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued

June 30, 2021

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### 3. Encumbrances

Encumbrance accounting is used in the Bond Fund to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid or at year end, whichever is sooner.

### 4. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the Bond Fund. By state law, the District's governing board must adopt a final budget no later than July 1<sup>st</sup>. A public hearing must be conducted to receive comments prior to adoption. The District's governing board has satisfied these requirements.

These budgets are revised by the District's governing board and district superintendent during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was used as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts.

### 5. Revenues and Expenses

#### a. Revenues – Exchange and Non-Exchange

On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current year or expected to be collected soon enough thereafter, to be used to pay liabilities of the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as to not distort normal revenue patterns, with specific respect to reimbursement grants and corrections to State-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, property taxes, interest, certain grants, and other local sources.

Non-exchange transactions are transactions in which the District receives value without directly giving equal value in return, including property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose restrictions. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

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b. Expenditures

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable, and typically paid within 90 days. Principal and interest on long-term obligations, which has not matured, are recognized when paid in the bond fund as expenditures. Allocations of costs, such as depreciation and amortization, are not recognized in the Bond Fund.

6. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position

a. Deposits and Investments

Cash balances held in banks and in revolving funds are insured to \$250,000 by the Federal Depository Insurance Corporation (FDIC). The Bond Fund does not have any cash held in banks or revolving fund. Highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

In accordance with Education Code §41001, the Bond Fund maintains substantially all its cash in the San Diego County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

The county is authorized to deposit cash and invest excess funds by California Government Code §53648 et seq. The funds maintained by the county are either secured by federal depository insurance or are collateralized.

Information regarding the amount of dollars invested in derivatives with San Diego County Treasury was not available.

b. Interfund Activity

Interfund activity results from loans, services provided, reimbursements or transfers between funds of the District. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers.

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

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c. Fund Balances – Governmental Funds

Fund balances of the Bond Fund are classified as follows:

*Nonspendable Fund Balance* represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid items) or legally required to remain intact (such as revolving cash accounts or principal of a permanent fund).

*Restricted Fund Balance* represents amounts that are subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations, or may be imposed by law through constitutional provisions or enabling legislation.

*Committed Fund Balance* represents amounts that can only be used for a specific purpose because of a formal action by the District's governing board. Committed amounts cannot be used for any other purpose unless the governing board removes those constraints by taking the same type of formal action. Committed fund balance amounts may be used for other purposes with appropriate due process by the governing board. Commitments are typically done through adoption and amendment of the budget or resolution. Committed fund balance amounts differ from restricted balances in that the constraints on their use do not come from outside parties, constitutional provisions, or enabling legislation.

*Assigned Fund Balance* represents amounts which the District intends to use for a specific purpose, but that do not meet the criteria to be classified as restricted or committed. Intent may be stipulated by the governing board or by an official or body to which the governing board delegates the authority. Specific amounts that are not restricted or committed in a special revenue, capital projects, debt service, or permanent fund are assigned for purposes in accordance with the nature of their fund type or the fund's primary purpose. Assignments within the general fund convey that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the District itself.

*Unassigned Fund Balance* represents amounts which are unconstrained in that they may be spent for any purpose. Only the general fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification because of overspending for specific purposes for which amounts had been restricted, committed or assigned.

When an expenditure is incurred for a purpose for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued  
June 30, 2021

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d. Deferred Inflows and Deferred Outflows of Resources

Deferred outflows of resources is a consumption of net position that is applicable to a future reporting period. Deferred inflows of resources is an acquisition of net position that is applicable to a future reporting period. Deferred outflows of resources and deferred inflows of resources are recorded in accordance with GASB Statement numbers 63 and 65. There are no deferred outflows or deferred inflows reported in the Bond Fund; however, there are disclosures related to Pension and OPEB that include deferred outflows and deferred inflows of resources associated with the salaries charged to the Bond Fund.

e. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources relating to pension, deferred inflows of resources relating to pension, and pension expense, information about the fiduciary net position of the CalPERS Schools Pool Cost-Sharing Multiple-Employer Plan (CalPERS Plan and additions to/deductions from the CalPERS Plan fiduciary net position has been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain timeframes. For this report, the following time frames are used:

Valuation Date	June 30, 2019
Measurement Date	June 30, 2020
Measurement Period	July 1, 2019 to June 30, 2020

f. Postemployment Benefits Other than Pensions (OPEB)

For purposes of measuring the total OPEB liability, deferred outflows of resources related to OPEB and deferred inflows of resources related to OPEB, and OPEB expense have been determined by an independent actuary. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms.

Generally accepted accounting principles require the reported results must pertain to liability and asset information within certain defined timeframes. For this report the following timeframes are used:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

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7. Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

8. Fair Value Measurements

The Bond Fund categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles as defined by Governmental Accounting Standards Board (GASB) Statement No. 72. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy is detailed as follows:

- Level 1 Inputs: Quoted prices (unadjusted) in active markets for identical assets or liabilities that a government can access at the measurement date.
- Level 2 Inputs: Inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.
- Level 3 Inputs: Unobservable inputs to an asset or liability.

# Lakeside Union School District

## Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued

June 30, 2021

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### 9. New Accounting Pronouncements

The District has adopted accounting policies compliant with new pronouncements issued by the Government Accounting Standards Board (GASB) that are effective for the fiscal year ended June 30, 2021. Those newly implemented pronouncements are as follows:

Description	Date Issued
GASB Statement 84, Fiduciary Activities	01/2017
GASB Statement 90, Majority Equity Interest – an amendment of GASB Statements 14 and 61	08/2018
GASB Statement 93, Replacement of Interbank Offered Rates	03/2020
GASB Implementation Guide No. 2019-1, Implementation Guidance Update – 2019	04/2019
GASB Implementation Guide No. 2019-2, Fiduciary Activities	06/2019

The implementation of new accounting guidelines resulted in the following changes during the fiscal year ended June 30, 2021:

- The OPEB Trust Fund was previously accounted for as a fiduciary fund. It was determined by the District, as a result of applying definitions in GASB Statement No 84, that the District does not retain control of the assets and it is therefore no longer represented as a fiduciary fund.
- Associated Student Body Funds were previously accounted for as fiduciary funds. It was determined by the District, as a result of applying definitions in GASB Statement No. 84, that the funds are governmental rather than fiduciary. The District established a special revenue fund to account for these activities.

Implementation of these standards did not result in any additional changes to financial accounting or reporting for the District.

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued  
 June 30, 2021

**B. Compliance and Accountability**

1. Finance Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, “Certain Financial Statement Note Disclosures”, violations of finance-related legal and contractual provisions, if any are reported below, along with actions taken to address such violations:

<u>Violation</u>	<u>Action Taken</u>
None Reported	Not Applicable

2. Deficit Fund Balance or Fund Net Position of Individual Funds

The following funds are funds having deficit fund balances or fund net position at year end, if any, along with remarks which address such deficits:

<u>Fund Name</u>	<u>Deficit Amount</u>	<u>Remarks</u>
None	Not Applicable	Not Applicable

**C. Fair Value Measurements**

The Bond Fund’s investments at June 30, 2021, categorized within the fair value hierarchy established by generally accepted accounting principles, were as follows:

	<u>Amount</u>	<u>Fair Value Measurement Using</u>		
		<u>Quoted Prices in Active Markets for Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
External investment pools measured at fair value				
San Diego County Treasury	\$ 5,920,299	\$ -	\$ 5,920,299	\$ -
Total investments by fair value level	\$ 5,920,299	\$ -	\$ 5,920,299	\$ -

The Bond Fund is considered to be an involuntary participant in an external investment pool as the Bond Fund is required to deposit all receipts and collections of monies with their County Treasurer (Education Code §41001). The fair value of the Bond Fund’s investments in the pool is reported in the accounting financial statements as amounts based upon the District’s pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of the portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

The San Diego County Treasury is not registered with the Securities and Exchange Commission (SEC) as an investment company; however, the County Treasury acts in accordance with investment policies monitored by a Treasury Oversight Committee consisting of members appointed by participants in the investment pool and up to five members of the public having expertise, or an academic background in, public finance. In addition, the County Treasury is audited annually by an independent auditor.

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

**D. Cash and Investments**

1. Cash in County Treasury

In accordance with Education Code §41001, the Bond Fund maintains substantially all of its cash in the San Diego County Treasury as part of the common investment pool (\$12,119,467 as of June 30, 2021). The fair value of the Bond Fund’s portion of this pool as of that date, as provided by the pool sponsor, was \$12,119,467. Assumptions made in determining the fair value of the pooled investment portfolios are available from the County Treasurer.

2. Investments Authorized by the California Government Code and the District’s Investment Policy

The table below identifies the investment types that are authorized for the Bond Fund by the California Government Code (or the Bond Fund’s investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the Bond Fund’s investment policy where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the Bond Fund, rather than the general provisions of the California Government Code or the District’s investment policy.

<u>Authorized Investment Type</u>	<u>Maximum Remaining Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds, Notes, Warrants	5 Years	None	None
Registered State Bonds, Notes, Warrants	5 Years	None	None
U.S. Treasury Obligations	5 Years	None	None
U.S. Agency Securities	5 Years	None	None
Banker's Acceptance	180 Days	40%	30%
Commercial Paper	270 Days	25%	10%
Negotiable Certificates of Deposit	5 Years	30%	None
Repurchase Agreements	1 Year	None	None
Reverse Repurchase Agreements	92 Days	20% of Base	None
Medium-Term Corporate notes	5 Years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 Years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund	N/A	None	None
Joint Powers Authority Pools	N/A	None	None



**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

3. Analysis of Specific Deposit and Investment Risks

GASB Statement No. 40 requires a determination as to whether the Bond Fund was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

a. Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The county treasury is restricted by Government Code §53635 pursuant to §53601 to invest only in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer’s investment pool, bankers’ acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The ratings of securities by nationally recognized rating agencies are designed to give an indication of risk.

At June 30, 2021, credit risk for the Bond Fund’s investments was as follows:

<u>Investment Type</u>	<u>Rating</u>	<u>Rating Agency</u>	<u>Amount</u>
County Treasurer's Investment Pool	Unrated	Not Applicable	\$ 5,920,299

b. Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution’s trust department or agent but not in the Bond Fund’s name. The California Government Code and the Bond Fund’s investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty’s trust department or agent but not in the Bond Fund’s name.

At June 30, 2021, the Bond Fund was not exposed to custodial credit risk.

# Lakeside Union School District

## Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued

June 30, 2021

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c. Concentration of Credit Risk

This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The investment policy of the Bond Fund contains no limitations on the amount that can be invested in any one issuer beyond the amount stipulated by the California Government Code. Investments in any one issuer that represent five percent or more of the total investments are either an external investment pool and are therefore exempt. As such, the Bond Fund was not exposed to concentration of credit risk.

d. Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Bond Fund maintains pooled investments with the San Diego County Treasury with a fair value of \$5,920,299. The average weighted maturity for this pool was 516 days at June 30, 2021.

e. Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the Bond Fund was not exposed to foreign currency risk.

4. Investment Accounting Policy

The Bond Fund is required by GASB Statement No. 31 to disclose its policy for determining which investments, if any, are reported at amortized cost. The Bond Fund's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Nonnegotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

The Bond Fund's investments in external investment pools are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool is a 2a7-like, in which case they are reported at share value. A 2a7-like pool is one which is not registered with the Securities and Exchange Commission (SEC) as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940.

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued  
 June 30, 2021

**E. Accounts Receivable**

There are no significant receivables which are not scheduled for collection within one year of year end. Accounts receivable balances as of June 30, 2021 consisted of:

Local Sources	
Interest	\$ 13,682
Total Accounts Receivable	<u>\$ 13,682</u>

**F. Accounts Payable**

Accounts payable balances as of June 30, 2021 consisted of:

Vendors Payable	\$ 781,436
Payroll and Benefits	<u>247</u>
Total Accounts Payable	<u>\$ 781,683</u>

**G. Interfund Balances & Activities**

1. Due to and From Other Funds

Balances due to and due from other funds at June 30, 2021 consisted of the following:

<u>Interfund Receivable</u> (Due From Other Funds)	<u>Interfund Payable</u> (Due To Other Funds)	<u>Amount</u>	<u>Purpose</u>
General Fund	Bond Fund	<u>\$ 287</u>	OPEB Allocation

2. Transfers to and From Other Funds

The Bond Fund did not have any transfers to and from other funds during the fiscal year ended June 30, 2021.

**H. Short Term Debt Activity**

The Bond Fund accounts for short-term debts for maintenance purposes through the General Fund. The proceeds from loans are shown in the financial statements as other financing sources. The Bond Fund did not issue any short-term debt during the fiscal year ended June 30, 2021.

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

**I. General Obligation Bonds**

The Bond Fund's bonded debt consists of various issues of general obligation bonds that are generally callable with interest payable semiannually. Bond proceeds pay primarily for acquiring or constructing capital facilities. The Bond Fund repays general obligation bonds from voter-approved property taxes which are collected by the County Treasurer and deposited into the Bond Interest and Redemption Fund, which is not included in this report.

On November 4, 2008, registered voters authorized the issuance of \$79,550,000 principal amount of general obligation bonds under Proposition V. On November 4, 2014, registered voters re-authorized \$31,000,000 principal amount of general obligation bonds under Measure L. Of the amounts authorized and allowed by law, \$13,100,000 remains unissued under Measure L.

General obligation bonds at June 30, 2021 consisted of the following:

	<u>Date of Issue</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Amount of</u>
2008 Election, Series A	04/23/09	3.00 - 6.03%	08/01/33	\$ 21,833,149
2008 Election, Series B	10/07/10	6.14 - 6.49%	08/01/50	12,982,209
2015 Refunding Bonds	06/09/15	2.00 - 4.00%	08/01/35	6,185,000
2016 Refunding Bonds	11/02/16	2.00 - 5.00%	08/01/33	17,815,000
2014 Election, Series B	11/15/18	4.00 - 5.75%	08/01/45	15,000,000
Total				<u>\$ 73,815,358</u>

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
2008 Election, Series A					
Principal	\$ 1,783,149	\$ -	\$ -	\$ 1,783,149	\$ -
Premium	51,687	-	-	51,687	-
Accreted Interest	2,282,368	343,702	-	2,626,070	-
2008 Election, Series B					
Principal	10,690,031	-	-	10,690,031	-
Premium	278,829	-	-	278,829	-
Accreted Interest	8,534,509	1,251,663	-	9,786,172	-
2015 Refunding Bonds					
Principal	5,850,000	-	50,000	5,800,000	150,000
Discount	(76,005)	-	(650)	(75,355)	(1,949)
2016 Refunding Bonds					
Principal	17,455,000	-	500,000	16,955,000	510,000
Premium	1,898,722	-	54,389	1,844,333	55,477
2014 Election Series B					
Principal	14,010,000	-	505,000	13,505,000	490,000
Premium	894,189	-	32,232	861,957	31,274
Total	<u>\$ 63,652,479</u>	<u>\$ 1,595,365</u>	<u>\$ 1,140,971</u>	<u>\$ 64,106,873</u>	<u>\$ 1,234,802</u>

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

The annual requirements to amortize the bonds outstanding at June 30, 2021 are as follows:

Year Ended June 30,	Principal	Interest	Accreted Interest	Total
2022	1,150,000	1,474,406	-	\$ 2,624,406
2023	775,000	1,426,794	-	2,201,794
2024	1,005,000	1,383,494	-	2,388,494
2025	860,152	1,352,744	819,848	3,032,744
2026	939,216	1,339,769	780,784	3,059,769
2027-2031	9,978,781	5,970,096	2,336,219	18,285,096
2032-2036	15,666,731	2,998,664	5,838,269	24,503,664
2037-2041	7,698,397	1,593,800	19,836,603	29,128,800
2042-2046	7,518,639	602,900	12,402,929	20,524,468
2047-2051	3,141,264	-	32,162,109	35,303,373
Total	<u>\$ 48,733,180</u>	<u>\$ 18,142,666</u>	<u>\$ 74,176,761</u>	<u>\$ 141,052,607</u>

*Accreted Interest*

Amounts represented in the repayment schedule for accreted interest are reflective of 100% of amounts to be repaid. Amounts represented as accreted interest in the debt summary are reflective of amounts that have accrued as of June 30, 2021.

Accreted interest is the process of systematically increasing the carrying amount of capital appreciation bonds to their estimated value at the maturity date of the bond. The Bond Fund imputes the effective interest rate, using the present value, the face value, and the period of the bond and multiplies the effective interest rate by the book value of the debt at the end of the period.

*Premium/Discount*

Bond premium arises when the market rate of interest is higher than the stated interest rate on the bond. Bond discount arises when the market rate of interest is lower than the stated interest rate on the bond. Generally Accepted Accounting Principles (GAAP) require that the premium increase the face value of the bond and the discount decrease the face value of the bond. The premium and discount are then amortized over the life of the bond using the economic interest method.

Effective interest on general obligation bonds issued at a premium/discount are as follows:

	2008 Election Series A	2008 Election Series B	2015 Refunding	2016 Refunding	2014 Election Series B
Total Interest Payments	\$ 23,929,697	\$ 79,073,622	\$ 3,328,219	\$ 8,717,336	\$ 11,652,125
Bond (Premium)/Discount	(846,769)	(338,737)	80,353	(1,937,882)	(957,376)
Net Interest Payments	<u>23,082,928</u>	<u>78,734,885</u>	<u>3,408,572</u>	<u>6,779,454</u>	<u>10,694,749</u>
PAR Amount of Bonds	21,833,149	12,982,209	6,185,000	17,815,000	15,000,000
Periods	21	38	20	15	26
Effective Interest Rate	5.03%	15.96%	2.76%	2.54%	2.74%

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued  
 June 30, 2021

**J. Pension Plans**

1. General Information about the Pension Plans

a. Plan Descriptions

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS). The Bond Fund only reports classified salaries; and therefore the provisions of the CalPERS Plan are presented in these note disclosures. Benefit provisions under the Plan are established by State statute and Local Government resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on their website.

b. Benefits Paid

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at 62 for normal benefits or at age 55 with statutorily reduced benefits. Employees hired prior to January 1, 2013 are eligible to retire at age 60 for normal benefits or at age 55 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. All members are eligible for death benefits after one year of total service.

The Plan's provisions and benefits in effect at June 30, 2021 are summarized as follows:

	CalPERS	
	Before	After
Hire Date	<u>Jan. 1, 2013</u>	<u>Jan. 1, 2013</u>
Benefit Formula	2% at 55	2% at 62**
Benefit Vesting Schedule	5 Years	5 Years
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	50-62	52-67
Monthly Benefits as a % of Eligible Compensation	1.1 - 2.5%	1.0 - 2.5%*
Required Employee Contribution Rates (at June 30, 2020)	7.000%	7.000%
Required Employer Contribution Rates (at June 30, 2020)	19.721%	19.721%

\*Amounts are limited to 120% of Social Security Wage Base.

\*\*The rate imposed on CalPERS 2% at 62 members is based on the normal cost of benefits.

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

c. Contributions

*CalPERS*

California Public Employees' Retirement Law §20814(c) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. The CalPERS Board retains the authority to amend contribution rates. The total plan contributions are determined through CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of the employees. For the fiscal year ended June 30, 2021 (measurement date June 30, 2019), the employee contribution rate was 7.00% and the employer contribution rate was 19.721% of covered payroll.

d. Contributions Recognized

For the fiscal year ended June 30, 2021 (measurement period June 30, 2019), the contributions recognized for the plan were:

	<u>Fund Financial Statements</u>	
	<u>Current Financial Resources Measurement Focus</u>	
	<u>District Share</u> <u>CalPERS</u>	<u>Bond Fund Share</u> <u>CalPERS</u>
Contributions - Employer	\$ 1,841,236	\$ 2,939
	<u>Government-Wide Financial Statements</u>	
	<u>(Economic Resources Measurement Focus)</u>	
	<u>District Share</u> <u>CalPERS</u>	<u>Bond Fund Share</u> <u>CalPERS</u>
Contributions - Employer	\$ 1,862,866	\$ 2,974

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

2. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2019 (measurement date) the District and Bond Fund reported net pension liabilities for its proportionate share of the net pension liability of the plan as follows:

	<u>Proportionate Share of the Net Pension Liability</u>	
	<u>District Share CalPERS</u>	<u>Bond Fund Share CalPERS</u>
CalPERS	<u>\$ 19,412,875</u>	<u>\$ 30,987</u>

The District and Bond Fund's net pension liability for the Plan is measured as the proportionate share of the total net pension liability. The net pension liability of the Plan is measured as of June 30, 2019. The total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2018 rolled forward to measurement date June 30, 2019 using standard update procedures. The District and Bond Fund's proportion of the net pension liability was based on a projection of the District and Bond Fund's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, as actuarially determined.

The District and Bond Fund's proportionate share of the net pension liability for the Plan as of June 30, 2020 and June 30, 2021 were as follows:

	<u>CalPERS</u>	
	<u>District's Proportionate Share</u>	<u>Bond Fund's Proportionate Share</u>
<u>Governmental Activities</u>		
Proportion June 30, 2020	0.0612%	0.0001%
Proportion June 30, 2021	0.0633%	0.0001%
Change in Proportion	<u>0.0021%</u>	<u>0.0000%</u>

a. Pension Expense

	<u>Pension Expense</u>	
	<u>District Share CalPERS</u>	<u>Bond Fund Share CalPERS</u>
Change in Net Pension Liability (Asset)	\$ 1,580,673	\$ 2,523
State On Behalf Pension Expense	-	-
Employer Contributions to Pension Expense	1,841,236	2,939
Change in Contributions Subsequent to Measurement Date	21,630	35
Change in Other Deferred Outflows/Inflows of Resources	577,022	921
Total Pension Expense - Governmental	<u>\$ 4,020,561</u>	<u>\$ 6,418</u>



**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

b. Deferred Outflows and Inflows of Resources

At June 30, 2021, The District and Bond Fund reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	
	<u>District Share</u>	<u>Bond Fund Share</u>
	<u>CalPERS</u>	<u>CalPERS</u>
<u>Governmental Activities</u>		
Pension contributions subsequent to measurement date	\$ 1,841,236	\$ 2,939
Differences between actual and expected experience	1,034,177	1,651
Changes in assumptions	85,962	137
Changes in employer's proportionate share	536,202	856
Net difference between projected and actual earnings	385,105	615
Total Deferred Outflows of Resources	<u>\$ 3,882,682</u>	<u>\$ 6,198</u>

	<u>Deferred Inflows of Resources</u>	
	<u>District Share</u>	<u>Bond Fund Share</u>
	<u>CalPERS</u>	<u>CalPERS</u>
<u>Governmental Activities</u>		
Changes in employer's proportionate share	\$ 632,768	\$ 1,010
Total Deferred Inflows of Resources	<u>\$ 632,768</u>	<u>\$ 1,010</u>

Pension contributions made subsequent to the measurement date reported as deferred outflows of resources will be recognized as a portion of pension expense in the year ended June 30, 2021. The remaining amounts reported as deferred outflows or deferred inflows of resources will be recognized as an increase or decrease to pension expense over a five to seven year period. Pension expense resulting from deferred outflows and deferred inflows of resources will be recognized as follows:

Year Ended June 30,	<u>District Share</u>			<u>Bond Fund Share</u>		
	<u>Deferred Outflows</u>	<u>Deferred Inflows</u>	<u>Net Effect on Pension Expense</u>	<u>Deferred Outflows</u>	<u>Deferred Inflows</u>	<u>Net Effect on Pension Expense</u>
2022	\$ 2,577,332	\$ (250,233)	\$ 2,327,099	\$ 4,114	\$ (399)	\$ 3,715
2023	544,774	(250,232)	294,542	870	(399)	470
2024	446,188	(132,303)	313,885	712	(211)	501
2025	314,388	-	314,388	502	-	502
Total	<u>\$ 3,882,682</u>	<u>\$ (632,768)</u>	<u>\$ 3,249,914</u>	<u>\$ 6,198</u>	<u>\$ (1,010)</u>	<u>\$ 5,188</u>

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

c. Actuarial Assumptions

Total pension liabilities for the fiscal year ended June 30, 2021 were based on actuarial valuations determined using the following actuarial assumptions:

	<u>CalPERS</u>
Fiscal Year	June 30, 2020
Measurement Date	June 30, 2019
Valuation Date	June 30, 2018
Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Wage Growth	(1)
Investment Rate of Return	7.15%
Post Retirement Benefit Increase	(2)
Mortality	(3)

- (1) Wage growth is a component of inflation for CalPERS assumptions.
- (2) CalPERS post retirement benefit increases assumes 2.00% until PPPA floor on purchasing power applies, 2.50% thereafter.
- (3) CalPERS mortality table was developed based on CalPERS specific data. The table includes 15 years of mortality improvement using the Society of Actuaries 90% of scale MP-2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

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d. Discount Rate

The discount rate used to measure the total pension liability was 7.15% for CalPERS. The projection of cash flows used to determine the discount rates assumed the contributions from the plan members, employers, and state contributing agencies (where applicable) will be made at statutory contribution rates. To determine whether the District and Bond Fund bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current discount rates are adequate, and the use of the Discount bond rate calculations is not necessary for the plan. The stress test results are presented in detailed reports that can be obtained from CalPERS website.

The CalPERS discount rate was increased from 7.50% to 7.65% at measurement date June 30, 2015 (Fiscal year June 30, 2016) to correct for an adjustment to exclude administrative expenses. Subsequently CalPERS discount rate was decreased from 7.65% to 7.15% at measurement date June 30, 2017 (Fiscal year June 30, 2018) to adjust for changes resulting from actuarially determined amounts.

According to Paragraph 30 of GASB Statement No. 68, the long-term discount rate should be determined without reduction for pension plan administrative expense. The investment return assumption used in the accounting valuation is net of administrative expenses. Administrative expenses are assumed to be 15 basis points. Using this lower discount rate has resulted in a slightly higher total pension liability and net pension liability. CalPERS checked the materiality threshold for the difference in calculation and did not find it to be a material difference.

CalPERS is scheduled to review actuarial assumptions as part of their regular Asset Liability Management (ALM) review cycle. CalPERS completed their ALM in 2018 with new policies in effect on July 1, 2018. CalPERS conducts new ALM's every 4 years.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and long-term (11-60 years) using a building block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest quarter of one percent.

**Lakeside Union School District**  
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Notes to the Financial Statements, Continued

June 30, 2021

The tables below reflect the long-term expected real rate of return by asset class. The rate of return was calculated using capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

**CalPERS**

Asset Class*	Assumed Asset Allocation	Real Return Years 1-10**	Real Return Years 11+***
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%

\*In the basic financial statements, fixed income is included in global debt securities; liquidity is included in short term investments; inflation assets are included in both global equity securities and global debt securities.

\*\*An expected inflation of 2.00% is used for this period.

\*\*\*An expected inflation of 2.92% is used for this period.

e. Sensitivity to Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following represents the District's and Bond Fund's proportionate share of the net pension liability for each Plan, calculated using the discount rate for each Plan, as well as what the District's and Bond Fund's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	CalSTRS	CalPERS
1% Decrease	6.15%	6.15%
Net Pension Liability	\$ 27,909,548	\$ 44,550
Current Discount Rate	7.15%	7.15%
Net Pension Liability	\$ 19,412,875	\$ 30,987
1% Increase	8.15%	8.15%
Net Pension Liability	\$ 12,361,063	\$ 19,731

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

3. Total Pension Liability, Pension Plan Fiduciary Net Position and Net Pension Liability

**CalPERS**

	District Share of Net Pension Liability			Bond Fund Share of Net Pension Liability		
	Increase (Decrease)			Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
<b>Balance at June 30, 2020</b> (Previously Reported)	\$ 59,534,585	\$ 41,702,383	\$ 17,832,202	\$ 95,030	\$ 66,566	\$ 28,464
<b>Changes for the year</b>						
Change in proportionate share	2,026,780	1,419,705	607,075	3,235	2,266	969
Service cost	1,457,007	-	1,457,007	2,326	-	2,326
Interest	4,368,534	-	4,368,534	6,973	-	6,973
Difference between expected and actual experience	286,267	-	286,267	457	-	457
Change in assumptions	-	-	-	-	-	-
Change in benefits	-	-	-	-	-	-
Contributions:						
Employer	-	1,813,381	(1,813,381)	-	2,895	(2,895)
Employee	-	663,048	(663,048)	-	1,058	(1,058)
Nonemployer	-	571,952	(571,952)	-	913	(913)
Net plan to plan resource movement	-	103	(103)	-	0	(0)
Net investment income	-	2,150,219	(2,150,219)	-	3,432	(3,432)
Benefit payments <sup>(1)</sup>	(2,955,520)	(2,955,520)	-	(4,718)	(4,718)	-
Administrative expenses	-	(60,494)	60,494	-	(97)	97
Other expenses	-	-	-	-	-	-
Net changes	5,183,068	3,602,394	1,580,674	8,273	5,750	2,523
<b>Balance at June 30, 2021</b>	<b>64,717,653</b>	<b>45,304,777</b>	<b>19,412,876</b>	<b>103,303</b>	<b>72,316</b>	<b>30,987</b>

Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial reports available on their website.

# Lakeside Union School District

## Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued

June 30, 2021

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### K. Postemployment Benefits Other than Pension Benefits (OPEB)

#### 1. Plan Description

The District's defined benefit OPEB plan, Lakeside Union School District Retiree Healthcare Plan (the Plan) provides OPEB for retirees that meet eligibility requirements until age 65. Retirees in the Plan are eligible for the same medical plans as active employees. The Plan is a single-employer defined benefit OPEB plan administered by the District. Authority to establish and amend the benefit terms and financing requirements lie with the District's board of directors.

#### *Certificated Employees*

The District offers retiree medical including prescription drug benefits to eligible retirees and their eligible dependents to the retiree's attainment of age 65. Eligibility for retiree medical benefits requires retirement under CalSTRS on or after age 55 with at least 15 years of District eligible service.

The District's contribution for eligible employees who retired before January 1, 2018 is an amount equal to the premium for retiree only subject to a maximum, which is equivalent to the cost of the employee only health coverage under the most expensive HMO health plan offered by the District annually. The District's contribution for eligible employees who retire on or after January 1, 2018 is an amount equal to the premium for retiree only subject to a maximum, which is equivalent to the cost of the employee only health coverage under the UHC Network 1 health plan offered by the District annually. The District does not provide any financial contribution for coverage beyond age 65. Retirees can elect dependent medical and dental coverage on a self-paid basis. Spouse coverage ceases upon the death of the retiree. The District does not provide any financial contribution for coverage beyond age 65. Retirees can elect dependent medical coverage and additional dental coverage on a self-paid basis. Spouse coverage ceases upon death of the retiree.

The Bond Fund does not have any certificated employees paid by the fund.

#### *Classified Employees*

The District offers retiree medical including prescription drug benefits to eligible retirees to the retirees' attainment of age 65. For employees hired before September 11, 2014, eligibility for retiree medical requires retirement under CalPERS on or after age 55 with at least 10 years of District eligible service. For employees hired on or after September 11, 2014, eligibility for retiree medical benefits requires retirement under CalPERS on or after age 55 with at least 15 years of District eligible service.

The District's contribution for eligible employees who retire on or before December 31, 2019 is an amount equal to the retiree only premium up to the most expensive HMO that is available to bargaining unit members. The District's contribution for eligible employees who retire on or after January 1, 2020 is an amount equal to the premium for retiree only subject to a maximum, which is \$7,740. The District does not provide any financial contribution for coverage beyond age 65. Retirees can elect dependent medical and dental coverage on a self-paid basis, except for four classified retirees who are grandfathered in for District paid dental coverage. Spouse coverage ceases upon death of the retiree.

The Bond Fund pays for a portion of one classified employees salary.

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

*Management Employees*

The District offers retiree medical including prescription drug benefits to eligible retirees and their eligible dependents to the retirees’ attainment of age 65. There are some management employees with lifetime medical coverage and/or some life insurance coverage. Eligibility for retiree medical benefits requires retirement under CalSTRS or CalPERS at minimum age of 55 with at least 10 years of District eligible service.

The District’s contribution is 100% of the retiree-only medical premium. The District does not provide any financial contribution for coverage beyond age 65 for retirees without lifetime coverage. Retirees can elect dependent medical and dental coverage on a self-paid basis, except for three management retirees who are grandfathered in for District-paid dental coverage. Spouse coverage ceases upon the death of the retiree.

The Bond Fund does not pay salaries for any management employees.

*Premium Rates*

The District participates in the Southern California Schools VEBA. The VEBA is considered a community-rated plan. Premium rates may vary by plans selected, coverage tier and Medicare eligibility. In general, the District currently offers the Kaiser and United Healthcare (UHC) HMO Plans. The District also offers two dental plans through Delta Dental, including a PPO and an HMO plan.

The premiums billed for retiree medical coverage under age 65 are the same as those for COBRA medical coverage without the 2% administration fee. Thus, the District is providing a “rate subsidy” to the retirees based on the blended rate. GASB requires that when an employer provides benefits to both active employees and retirees through the same plan, the benefits to retirees should be segregated and measured independently. This requires valuing any “rate subsidy” as an additional financial obligation to the District. The following table summarizes the current monthly funding rates for health coverages that are applicable to the District’s retired employees. The medical premiums are monthly rates, and the dental premiums are tenths rates. The rates are effective January 1, 2020 through December 31, 2020.

	Kaiser HMO	UHC Network 1 HMO	UHC Network 2 HMO	UHC Alliance HMO	UHC Harmony 10\$	Dental PPO
Retiree Only (Under 65)	\$ 633.00	\$ 720.00	\$ 935.00	\$ 758.00	\$ 678.00	\$ 37.34
Retiree Plus Spouse	\$ 1,249.00	\$ 1,422.00	\$ 1,853.00	\$ 1,428.00	\$ 1,337.00	\$ 69.67
Retiree Only (65+ with Medicare)	\$ 273.00	\$ 466.00	\$ 545.00	N/A	\$ 1,877.00	\$ 37.34

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

*Employees Covered by Benefit Terms*

At measurement date, June 30, 2021, Plan membership consisted of the following:

Inactive plan members or beneficiaries currently receiving benefits	84
Inactive plan members entitled to but not yet receiving benefits	0
Active plan members	<u>488</u>
Total	<u><u>572</u></u>

*Contributions*

The District makes contributions to the Plan on a pay-as-you-go basis at 100% of the premium for certificated employees and classified employees to maximum amounts as noted above plus an amount the District determines to contribute to the CERBT Trust. For the fiscal year ended June 30, 2021 the District made 100% of premium payments.

2. Actuarial Assumptions

The total OPEB liability was determined by an actuarial valuation as of June 30, 2021, using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Fiscal Year	July 1 <sup>st</sup> to June 30 <sup>th</sup>
Measurement Date	June 30, 2021
Funding Policy	The District does not currently have a pre-funding policy or practice for additional prefunding but also does not reimburse for its current retiree payments from the Trust. The projection of cash flows used to determine the discount rate assumed that no future pre-funding contributions are made to the Trust. The District is currently paying premiums on a pay-as-you-go basis.
Asset Return:	7% per annum; assumes the District invests in the CERBT asset allocation Strategy 1 with a margin for adverse deviation.
Discount Rate	2.19% per annum. The discount rate is a blended rate between the rate of return at 7.0% and 2.45%, the resulting rate using the average of 3-20 year municipal bond rate indices: S&P Municipal Bond 20 Year High Grade Rate Index, Bond Buyer 20-Bond GO Index, and Fidelity GO AA 20 Year Bond Index.
Inflation	2.75% per annum



**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued  
 June 30, 2021

Salary Increases	3.00% per annum, in aggregate
Pre-retirement Turnover	According to the termination rates under the 2017 experience studies for the CalPERS and CalSTRS pension plans.
Mortality Rates	Based on SOA Pub-2010 General Headcount Weighted Mortality Table fully generational using Scale MP-2019 for CalPERS employees and the SOA Pub-2010 Teachers Headcount Weighted Mortality Table fully generational using Scale MP-2019 for CalSTRS employees.
Retirement Rates	Based upon the following table:

Age	Percent Retiring*	
	Classic	PEPRA
55	25.0%	20.0%
56	10.0%	7.5%
57	10.0%	10.0%
58	10.0%	10.0%
59	15.0%	15.0%
60	15.0%	15.0%
61	20.0%	15.0%
62	35.0%	25.0%
63	35.0%	25.0%
64	35.0%	25.0%
65	45.0%	35.0%
66	35.0%	30.0%
67	30.0%	30.0%
68	30.0%	30.0%
69	30.0%	30.0%
70	100.0%	100.0%

\*Of those having met eligibility to receive District paid OPEB benefits. The percentage refers to the probability that an active employee who has reached the stated age will retire within the following year.

Participation Rates	85% of active employees meeting eligibility requirements are assumed to elect retiree health coverage at retirement. Future retirees are assumed to elect medical and dental plan based on current retirees.
Spousal Coverage:	Since the retiree pays 100% of the cost for spouse coverage, spouse coverage is not explicitly valued. For the implicit subsidy estimate, 15% of future retirees electing coverage are assumed to elect coverage for their spouse.

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

**Claim Cost Development**    The valuation claim costs are based on the premiums paid for medical, dental and vision insurance coverage. The District participates in community-rated plans for their medical insurance, a community rated plan. The valuation includes an estimate of the impact of including the implied rate subsidy for the pooling of the active and non-Medicare retirees under the medical plans. Since no claims or demographic information was provided by the VEBA either specific to the District or for the entire pool, age factors for similarly situated California health plans were used to adjust the medical premium rates to determine expected retiree costs.

Age	Kaiser HMO	UHC Network 1 HMO
50 - 54	\$ 8,280	\$ 9,418
55 - 59	\$ 9,875	\$ 11,232
60 - 64	\$ 11,090	\$ 12,614

**Medical Trend Rates**    Medical costs are adjusted in future years by following trends based on a combination of the 2017 CalPERS experience study, national trend surveys, and professional judgment:

Year	Medical Trend Rate	Year	Dental Trend Rate
2020	6.50%	2019+	4.00%
2021	6.25%		
2022	6.00%		
2023	5.75%		
2024	5.50%		
2025	5.25%		
2026	5.00%		
2027	4.75%		
2028	4.50%		
2029+	4.50%		

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued  
 June 30, 2021

*Actuarial Cost Method*

The actuarial cost method used to determine the allocation of the retiree health actuarial liability to the past (accrued), current and future periods is the Entry Age Normal (EAN) cost method. The EAN cost method is a projected benefit cost method which means the cost is based on the projected benefit expected to be paid at retirement.

The EAN normal cost equals the level annual amount of contribution from the employee’s date of hire (entry date) to their retirement date that is sufficient to fund the projected benefit. As required by GASB 75, the normal cost is calculated to remain level as a percentage of pay. The EAN actuarial accrued liability equals the present value of all future benefits for retired and current employees and their beneficiaries less the portion expected to be funded by future normal costs.

*Actuarial Value of Assets*

Assets of the Plan are valued on the market value basis

*Long-Term Expected Rate of Return*

The long-term expected rate of return on OPEB plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the OPEB Plan’s target asset allocation as of June 30, 2021 are summarized in the following Table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long Term Expected Real Rate of Return</u>
Global Equity	59.00%	5.50%
Global Debt Securities	25.00%	2.35%
Inflation Assets	5.00%	1.50%
Commodities	3.00%	1.75%
REITs	8.00%	3.65%
Total	<u>100.00%</u>	

Long-term expected rate of return is 7.00%.

*Concentrations*

The Plan holds investments explicitly in the CERBT Strategy 1 portfolio which represents an amount greater than 5% of the Plan’s fiduciary net position.

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

3. Total OPEB Liability of the Plan

The District's total OPEB liability was measured as of June 30, 2021, and was determined by an actuarial valuation as of December 31, 2019.

*Changes in the Net OPEB Liability*

	District Share of Net OPEB Liability			Bond Fund Share of Net OPEB Liability		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
<b>Balance at June 30, 2020</b>	\$ 17,037,967	\$ 657,320	\$ 16,380,647	\$ 7,516	\$ 290	\$ 7,226
<b>Changes for the year:</b>						
Service cost	1,089,729	-	1,089,729	481	-	481
Interest	432,201	-	432,201	191	-	191
Changes in benefit terms	-	-	-	-	-	-
Differences between expected and actual experience	(263,287)	-	(263,287)	(116)	-	(116)
Changes in assumptions	329,781	-	329,781	145	-	145
Contributions - Employer	-	1,040,355	(1,040,355)	-	459	(459)
Net investment income	-	182,240	(182,240)	-	80	(80)
Benefit payments	(979,572)	(979,572)	-	(432)	(432)	-
Administrative expenses	-	(646)	646	-	-	-
<b>Net Changes</b>	<u>608,852</u>	<u>242,377</u>	<u>366,475</u>	<u>269</u>	<u>107</u>	<u>162</u>
<b>Balance at June 30, 2021</b>	<u>\$ 17,646,819</u>	<u>\$ 899,697</u>	<u>\$ 16,747,122</u>	<u>\$ 7,785</u>	<u>\$ 397</u>	<u>\$ 7,388</u>

*Sensitivity of the total OPEB liability to changes in the Discount Rate*

The following presents the total OPEB liability of the District and Bond Fund, as well as what the District and Bond Funds' total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current discount rate:

	1% Decrease (1.19%)	Current Discount Rate (2.19%)	1% Increase (3.19%)
Net OPEB Liability - District Share	\$ 17,791,092	\$ 16,747,122	\$ 15,278,901
Net OPEB Liability - Bond Fund Share	\$ 7,057	\$ 6,643	\$ 6,061

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

*Sensitivity of the total OPEB liability to changes in the health care cost trend rates*

The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower or 1 percentage point higher than the current healthcare cost trend rates:

	Medical Cost		
	<u>1% Decrease</u>	<u>Trends Rate</u>	<u>1% Increase</u>
	5.25%	6.25%	7.50%
	Decreasing to	Decreasing to	Decreasing to
	<u>3.50%</u>	<u>4.50%</u>	<u>5.50%</u>
Net OPEB Liability - District Share	\$ 14,547,393	\$ 16,747,122	\$ 18,815,705
Net OPEB Liability - Bond Fund Share	\$ 5,770	\$ 6,643	\$ 7,464

*OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB*

For the year ended June 30, 2021, the District recognized OPEB expense of \$1,685,740. The Bond Fund's share of the OPEB expense for the year ended June 30, 2021 was \$744. At June 30, 2021 the District and Bond Fund reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>District Share</u>		<u>Bond Fund Share</u>	
	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 789,228	\$ (234,033)	\$ 348	\$ (103)
Changes of assumptions	1,029,715	(42,190)	454	(19)
Differences between projected and actual earnings	-	(93,056)	-	(41)
Total	<u>\$ 1,818,943</u>	<u>\$ (369,279)</u>	<u>\$ 802</u>	<u>\$ (163)</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended June 30,	<u>District Share</u>			<u>Bond Fund Share</u>		
	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>	<u>Net Effect on OPEB Expense</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>	<u>Net Effect on OPEB Expense</u>
2022	\$ 276,434	\$ (65,188)	\$ 211,246	\$ 122	\$ (29)	\$ 93
2023	276,434	(65,190)	211,244	122	(29)	93
2024	276,434	(65,800)	210,634	122	(6)	116
2025	276,434	(56,084)	220,350	122	(6)	116
2026	225,520	(29,254)	196,266	99	(13)	86
Thereafter	487,687	(87,763)	399,924	264	(39)	225
Total	<u>\$ 1,818,943</u>	<u>\$ (369,279)</u>	<u>\$ 1,449,664</u>	<u>\$ 851</u>	<u>\$ (122)</u>	<u>\$ 729</u>

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

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**L. Commitments and Contingencies**

1. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Bond Fund as of June 30, 2021.

2. Construction Commitments

As of June 30, 2021, the Bond Fund had the following with respect to construction commitments:

<u>Construction in Process:</u>	<u>Commitment</u>	<u>*Expected Date of Final Completion</u>
746 - Lakeside Farms Modernization	268,369	February 2022
748 - Lindo Park MPR	324,109	February 2022
749 - TDS Gym Modernization	1,967,378	January 2022
754 - TDS MPR Modernization	150,911	September 2021

\* Expected Date of final completion subject to change

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to the Financial Statements, Continued

June 30, 2021

**M. Upcoming Accounting Guidance**

The Governmental Accounting Standards Board (GASB) issues pronouncements and additional guidance for governmental agencies to establish consistent accounting across all governments in the United States. The following table represents items that have been issued by GASB that will become effective in future periods:

Description	Date Issued	Fiscal Year Effective
<b>GASB Statement 84, Fiduciary Activities</b>	01/2017	2020-21
<b>GASB Statement 87, Leases</b>	06/2017	2021-22
<b>GASB Statement 89, Accounting for Interest Cost Incurred before the End of a Construction Period</b>	06/2018	2021-22
<b>GASB Statement 90, Majority Equity Interest – an amendment of GASB Statements 14 and 61</b>	08/2018	2020-21
<b>GASB Statement 91, Conduit Debt Obligations</b>	05/2019	2022-23
<b>GASB Statement 92, Omnibus 2020</b>	01/2020	2021-22
<b>GASB Statement 93, Replacement of Interbank Offered Rates</b>	03/2020	2020-21
<b>GASB Statement 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements</b>	03/2020	2022-23
<b>GASB Statement 96, Subscription-Based Information Technology Arrangements</b>	05/2020	2022-23
<b>GASB Statement 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an amendment of GASB Statements 14, 84 and supersession of GASB Statement 32</b>	06/2020	2021-22
<b>GASB Implementation Guide No. 2019-1, Implementation Guidance Update – 2019</b>	04/2019	2020-21
<b>GASB Implementation Guide No. 2019-2, Fiduciary Activities</b>	06/2019	2020-21
<b>GASB Implementation Guide No. 2019-3, Leases</b>	08/2019	2021-22
<b>GASB Implementation Guide No. 2020-1, Implementation Guidance Update – 2020</b>	04/2020	2021-22

The effects of the upcoming guidance and pronouncements on the Bond Fund’s financial statements has not yet been determined.

Required Supplementary Information



## Lakeside Union School District Proposition V & Measure L Building Fund (2139)

### Schedule of the Bond Fund's Proportionate Share of the Net Pension Liability – CalPERS

Last Ten Fiscal Years\*

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Bond Fund's proportion of the net pension liability (asset)	0.0001%	0.0001%	0.0001%	0.0001%	0.0002%	0.0009%	0.0012%	N/A	N/A	N/A
Bond Fund's proportionate share of the net pension liability (asset)	\$ 7,388	\$ 7,226	\$ 6,578	\$ 8,833	\$ 47,275	\$ 137,040	\$ 136,212	N/A	N/A	N/A
Bond Fund's covered payroll**	\$ 14,456	\$ 30,378	\$ 5,145	\$ 4,702	\$ 28,986	\$ 103,390	\$ 126,961	N/A	N/A	N/A
Bond Fund's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	51.11%	23.79%	127.86%	187.86%	163.10%	132.55%	107.29%	N/A	N/A	N/A
Plan fiduciary net position as a percentage of the total pension liability	70.05%	70.85%	71.87%	71.87%	73.90%	79.43%	83.38%	N/A	N/A	N/A

\*This is a 10-year schedule. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule in future fiscal years until 10 years of information is available.

\*\*Covered payroll on this schedule is based on measurement date, as such covered payroll represented for each fiscal year is the covered payroll from the prior year as identified on the schedule of contributions.

See accompanying notes to required supplementary information.

## Lakeside Union School District Proposition V & Measure L Building Fund (21-39)

### Schedule of the Bond Fund's Contributions - CalPERS

Last Ten Fiscal Years\*

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Contractually required contribution	\$ 2,939	\$ 2,851	\$ 5,487	\$ 799	\$ 653	\$ 3,434	\$ 12,170	N/A	N/A	N/A
Contributions in relation to the contractually required contribution	(2,939)	(2,851)	(5,487)	(799)	(653)	(3,434)	(12,170)	N/A	N/A	N/A
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A	N/A
Bond Fund's covered payroll**	\$ 14,198	\$ 14,456	\$ 30,378	\$ 5,145	\$ 4,702	\$ 28,986	\$ 103,390	N/A	N/A	N/A
Contributions as a percentage of covered payroll	20.700%	19.721%	18.062%	15.531%	13.888%	11.847%	11.771%	N/A	N/A	N/A

\*This is a 10-year schedule. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule in future fiscal years until 10 years of information is available.

\*\*Covered payroll on this schedule is based on the fiscal year.

See Accompanying Notes to Required Supplementary Information

# Lakeside Union School District Proposition V & Measure L Building Fund (21-39)

## Schedule of Changes in the Bond Fund's Net OPEB Liability and Related Ratios – LUSD Retiree Health Benefit Plan

Last Ten Fiscal Years\*

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
<b>Total OPEB liability:</b>										
Service cost	\$ 481	\$ 436	\$ 413	\$ 399	N/A	N/A	N/A	N/A	N/A	N/A
Interest	191	214	259	212	N/A	N/A	N/A	N/A	N/A	N/A
Changes of benefit terms	-	(43)	(62)	-	N/A	N/A	N/A	N/A	N/A	N/A
Differences between expected and actual experience	(116)	448	-	-	N/A	N/A	N/A	N/A	N/A	N/A
Changes of assumptions	145	302	157	(43)	N/A	N/A	N/A	N/A	N/A	N/A
Benefit payments	(432)	(384)	(378)	(366)	N/A	N/A	N/A	N/A	N/A	N/A
Net change in total OPEB liability	269	973	389	202	N/A	N/A	N/A	N/A	N/A	N/A
Total OPEB liability - beginning	7,516	6,543	6,220	6,018	N/A	N/A	N/A	N/A	N/A	N/A
Total OPEB liability - ending	<u>\$ 7,785</u>	<u>\$ 7,516</u>	<u>\$ 6,609</u>	<u>\$ 6,220</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<b>Plan Fiduciary Net Position:</b>										
Contributions - employer	\$ 459	\$ 384	\$ 190	\$ 586	N/A	N/A	N/A	N/A	N/A	N/A
Net investment income	80	10	16	-	N/A	N/A	N/A	N/A	N/A	N/A
Benefit payments	(432)	(384)	(378)	(366)	N/A	N/A	N/A	N/A	N/A	N/A
Administrative expenses	-	-	-	-	N/A	N/A	N/A	N/A	N/A	N/A
Net change in plan fiduciary net position	107	10	(172)	220	N/A	N/A	N/A	N/A	N/A	N/A
Plan fiduciary net position - beginning	290	280	221	-	N/A	N/A	N/A	N/A	N/A	N/A
Plan fiduciary net position - ending	<u>\$ 397</u>	<u>\$ 290</u>	<u>\$ 49</u>	<u>\$ 220</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<b>Net OPEB liability</b>	<u>\$ 7,388</u>	<u>\$ 7,226</u>	<u>\$ 6,560</u>	<u>\$ 6,000</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Covered payroll	\$ 14,198	\$ 14,456	\$ 30,378	\$ 5,145	N/A	N/A	N/A	N/A	N/A	N/A
Net OPEB liability as a percentage of covered payroll	52.04%	49.98%	21.59%	116.62%	N/A	N/A	N/A	N/A	N/A	N/A

\*This is a 10-year schedule. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule in future fiscal years until 10 years of information is available.

See Accompanying Notes to Required Supplementary Information

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**  
 Schedule of Investment Returns – LUSD Retiree Health Benefit Plan  
 Last Ten Fiscal Years\*

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<u>Year</u>	<u>Annual Money-Weighted Rate of Return, Net of Investment Expense</u>
2021	7.0%
2020	6.5%
2019	7.3%
2018	7.2%
2017	10.0%
2016	1.6%
2015	N/A
2014	N/A
2013	N/A
2012	N/A
2011	N/A

\*This schedule is presented to illustrate the requirement to show information for ten years; however, until a full ten-year trend is compiled, OPEB plans should present for those years for which information is available.

N/A – The money-weighted rate of return, net of investment expenses, is not available for these periods.

**Lakeside Union School District**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to Required Supplementary Information  
For the Year Ended June 30, 2021

**Schedule of Bond Fund’s Proportionate Share – CalPERS**

1. Benefit Changes: There were no changes to benefits in 2015, 2016, 2017, 2018, 2019 and 2020.
2. Changes in Assumptions. There were no changes in assumptions in 2015, 2017, and 2020. In 2016 the discount rate was changed from 7.50% to 7.65%. In 2018 the discount rate was changed from 7.65% to 7.15%. In 2019, demographic assumptions and inflation rate were changed in accordance to the CalPERS experience study and review of actuarial assumptions published December 2017. There were no changes to the discount rate in this period.

**Schedule of Bond Fund’s Contributions – CalPERS**

The total pension liability was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2013, 2014, 2015, 2016 and 2017 and rolling forward the total pension liabilities to June 30, 2014, 2015, 2016, 2017 and 2018 (measurement dates). The financial reporting actuarial valuation as of June 30, 2014, 2015, 2016, 2017 and 2018 (measurement dates) used the following actuarial methods and assumptions, applied to all periods included in the measurement:

<u>Reporting Period</u>	<u>June 30, 2015</u>	<u>June 30, 2016</u>	<u>June 30, 2017</u>	<u>June 30, 2018</u>
Measurement Date	06/30/14	06/30/15	06/30/16	06/30/17
Valuation Date	06/30/13	06/30/14	06/30/15	06/30/16
Experience Study	07/01/97 - 06/30/11	07/01/97 - 06/30/11	07/01/97 - 06/30/11	07/01/97 - 06/30/11
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal
Investment Rate of Return	7.50%	7.65%	7.65%	7.15%
Consumer Price Inflation	2.75%	2.75%	2.75%	2.75%
Wage Growth (Average)	3.00%	3.00%	3.00%	3.00%
Post-retirement Benefit Increases	2.00% Simple	2.00% Simple	2.00% Simple	2.00% Simple

<u>Reporting Period</u>	<u>June 30, 2019</u>	<u>June 30, 2020</u>	<u>June 30, 2021</u>
Measurement Date	06/30/18	06/30/19	06/30/20
Valuation Date	06/30/17	06/30/18	06/30/19
Experience Study	07/01/97 - 06/30/15	07/01/97 - 06/30/15	07/01/97 - 06/30/15
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal
Investment Rate of Return	7.50%	7.50%	7.15%
Consumer Price Inflation	2.50%	2.50%	2.50%
Wage Growth (Average)	3.00%	3.00%	2.75%
Post-retirement Benefit Increases	2.00% Simple	2.00% Simple	2.00% Simple

The mortality table used was developed based on CalPERS specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB. For more details on this table please refer to the December 2017 experience study report (based on demographic data from 1997 to 2015) available on the CalPERS website.

**Lakeside Union School Bond Fund**  
**Proposition V & Measure L Building Fund (21-39)**

Notes to Required Supplementary Information, Continued  
For the Year Ended June 30, 2021

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**Schedule of Changes in the Bond Fund's Total OPEB Liability and Related Ratios**

- 1) **Benefit Changes:** There were no changes to benefit terms for the 2018 or 2019 fiscal years. During the 2020 fiscal year benefits were changed based on updated bargaining agreements.
- 2) **Changes in Assumptions:** In 2019 the discount rate changed from 3.35% to 3.22%. In 2020 the discount rate changed from 3.22% to 2.45%. There have been no additional changes in assumptions.
- 3) The following are the discount rates used for each period:

<u>Year</u>	<u>Discount Rate</u>
2018	3.35%
2019	3.22%
2020	2.45%
2021	2.19%

## Supplementary Information

# Lakeside Union School Bond Fund Proposition V & Measure L Building Fund

General Obligation Bonds Project List

Year Ended June 30, 2021

Bond proceeds are required to be expended to modernize, replace, renovate, construct, acquire, equip, furnish and otherwise improve the facilities of the Lakeside Union School District. The Bond Fund expended on the following projects during the 2020-21 fiscal year:

<b>Project Description</b>	<b>School Site</b>	<b>2020-21 Expenditures</b>
Modernization Project	Tierra Del Sol Middle	\$ 123,894
Bond Management & Administrative Costs	District Wide	95,174
Moderinzation & Energy Savings	District Wide	229
Roof Replacement	Lakeside Middle School	13,542
Security Camera Installation	District Wide	21,264
Modernization Project	Lakeside Farms	350,004
Improve Existing MPR	Lindo Park	333,481
Gym Modernization	Tierra Del Sol Middle	2,745,278
Renovation	Central Kitchen	646,019
Vacant Lot Improvements	Lakeside Farms	840,478
Parking Lot Improvements	District Wide	1,256,283
<b>Total Bond Fund Expenditures</b>		<b>\$ 6,425,646</b>



## Other Independent Auditors' Reports

Independent Auditor's Report on Internal Control Over Financial Reporting and  
on Compliance and Other Matters Based on an Audit of Financial Statements  
Performed in Accordance with *Government Auditing Standards*

To the Citizens' Oversight Committee  
Lakeside Union School District  
Proposition V & Measure L Building Fund (21-39)  
Lakeside, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Lakeside Union School Bond Fund Proposition V & Measure L Building Fund (Bond Fund), which comprise the Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise Lakeside Union School Bond Fund Proposition V & Measure L Building Fund's basic financial statements, and have issued our report thereon dated March 25, 2022.

#### **Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Lakeside Union School Bond Fund Proposition V & Measure L Building Fund's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Lakeside Union School Bond Fund Proposition V & Measure L Building Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of Lakeside Union School Bond Fund Proposition V & Measure L Building Fund's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been detected.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Lakeside Union School Bond Fund Proposition V & Measure L Building Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Bond Fund's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Bond Fund's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

El Cajon, California  
March 30, 2022

## Independent Auditor's Report on Performance

To the Citizens' Oversight Committee  
Lakeside Union School District  
Proposition V & Measure L Building Fund (21-39)  
Lakeside, California

We were engaged to conduct a performance audit of the Lakeside Union School District Proposition V and Measure L Building Fund (21-39), herein after referred to as the Bond Fund, for the year ended June 30, 2021.

### **Management's Responsibility for Performance Compliance**

Our audit was limited to the objectives listed with the report which includes the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution. Management is responsible for the District's compliance with those requirements.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on performance based on our audit. We conducted this performance audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the *Appendix A of the 2020-21 Guide for Annual Audits of K-12 Local Education Agencies*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions based on our audit objectives.

In planning and performing our performance audit, we obtained an understanding of the District's internal controls over the Bond Fund and related construction projects in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, but not for the purpose of expressing an opinion on the effectiveness of the Bond Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of the Bond Fund's internal control.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our findings and conclusions based upon the audit objectives.

## **Objectives, Scope, & Methodology of the Audit**

In connection with our performance audit, we performed an audit for compliance as required in the performance requirements set forth in Proposition V and Measure L as approved by registered voters for the fiscal year ended June 30, 2021. The objective of the audit of compliance applicable to the Bond Fund is to determine with reasonable assurance that:

- The proceeds from the sale of Proposition V and Measure L General Obligation Bonds were only used for the purposes set forth in the ballot measure and not for any other purpose, such as teacher and administrative salaries.
- The Governing Board of the Lakeside Union School District (District), in establishing approved projects set forth in the ballot measure to modernize, replace, renovate, construct, acquire, equip, furnish and otherwise improve facilities of the District as noted in the bond project list.

In performing our audit of compliance, we performed procedures including but not limited to those listed as follows:

### **Internal Control Evaluation**

#### Procedure Performed

Inquiries were made of management regarding internal controls to:

- Prevent fraud, waste, or abuse regarding project resources
- Prevent material misstatement in the project funds
- Ensure all expenditures are properly allocated
- Ensure adequate separation of duties exists in the accounting of project funds. All purchase requisitions are reviewed for proper supporting documentation. The Project Manager or appropriate District employee submits back up information to the business office to initiate a purchase requisition. The Project Manager, Superintendent, and Business Manager verifies that the requested purchase is an allowable project cost in accordance with the grant agreement.

#### Results of Procedure Performed

The results of our audit determined the internal control procedures as designed are sufficient to meet the financial and compliance objectives required by generally accepted accounting principles and applicable laws and regulations.

#### Procedure Performed

Tests of controls were performed based on identified controls from procedures above, utilizing samples of expenditures with a sample size sufficient for a high level of assurance, to determine if internal controls as designed are properly implemented and in place over the Bond Fund expenditures.

#### Results of Procedure Performed

The results of our audit determined that the internal controls as designed were properly implemented during the 2020-21 fiscal year.

## **Tests of Expenditures**

### Procedures Performed

We tested expenditures to determine whether Proposition V and Measure L proceeds were spent solely on voter and Board approved school facilities projects as set forth in the bond Projects List and language of the Proposition V and Measure L ballot measure language. Our testing was performed using a sample size sufficient to meet a high level of assurance.

### Results of Procedures Performed

Expenditures tested were found to be in compliance with the terms of the Proposition V and Measure L ballot measure as well as applicable state laws and regulations.

## **Tests of Contracts and Bid Procedures**

### Procedures Performed

We tested expenditures under Proposition V and Measure L to determine if the expenditure was part of a valid contract, that the contract was properly approved by the District's Governing Board, and that the contract was established in compliance with Public Contract Code provisions, including bid procedures. Our testing was performed using a sample size sufficient to meet a high level of assurance.

### Results of Procedures Performed

Expenditures tested were found to have valid contracts which were issued through proper approval of the District's Governing Board in compliance with Public Contract Code, including bid procedures.

## **Facilities Site Review**

### Procedures Performed

We reviewed the Independent Citizens' Oversight Committee minutes and agendas along with other pertinent information on Proposition V and Measure L designated projects to determine whether the funds expended for the year ended June 30, 2021 were for valid facilities acquisition and construction purposes as stated in the Bond Project List. Additionally, we reviewed photographs of significant bond projects to determine projects were being completed as identified in the Bond Project List.

### Results of Procedures Performed

Based on review of the minutes and agenda of the Independent Citizens' Oversight Committee, expenditure documentation, review of project photographs, and other pertinent information provided, it appears the construction work performed was consistent with the Bond Project List as well as the allowable projects as identified in Proposition V and Measure L ballot measures.

## **Citizens' Oversight Committee**

### Procedures Performed

We reviewed the minutes of the Citizens' Oversight Committee meetings to verify compliance with Education Code Section 15278 which requires the Citizens' Oversight Committee to:

- Actively review and report on the proper expenditure of taxpayers' money for school construction.
- Advise the public as to whether the District is in compliance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that bond revenues are expended only for purposes described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that no funds are used for any teacher or administrative salaries or other school operating expenses.

Additionally, Education Code Section 15278 authorizes the Citizens' Oversight Committee to:

- Receive and review copies of the annual, independent performance audit.
- Inspect school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Receive and review copies of any deferred maintenance proposals or plans developed by the District.
- Review efforts by the District to maximize bond revenues by implementing cost saving measures.

### Results of Procedures Performed

In our review of the minutes of the Citizens' Oversight Committee we determined that, during the fiscal year ended June 30, 2021 the Committee fulfilled all required responsibilities identified in Education Code Section 15278 and additionally performed other authorized activities as identified in Education Code Section 15278.

### Procedure Performed

We reviewed composition of the Citizens' Oversight Committee to verify compliance with Education Code Section 15282 which requires the following:

- The Citizen's Oversight Committee shall consist of at least seven members who shall serve for a minimum term of two years without compensation and for no more than three consecutive terms.
- One member shall be active in a business organization representing the business community located within the school district boundaries.
- One member shall be active in a senior citizens' organization.
- One member shall be active in a bona fide taxpayers' organization.
- One member shall be the parent or guardian of a child enrolled in the school district.
- One member shall be both a parent or guardian of a child enrolled in the school district and active in a parent-teacher organization.
- An employee or official of the school district shall not be appointed to the citizens' oversight committee.
- A vendor, contractor, or consultant of the school district shall not be appointed to the citizens' oversight committee.

### Results of Procedures Performed

In our review of the Citizens' Oversight Committee composition for the fiscal year ended June 30, 2021 we determined that the Committee was in compliance with Education Code Section 15282.

**Opinion on Performance**

The results of our tests indicated that the District has complied with the requirements set forth in Proposition V, approved by voters on November 4, 2008, and Measure L, approved by voters on November 4, 2014, in accordance with Proposition 39 as outlined in Article XIII A, Section 1(b)(3)(c) of the California Constitution.

**Purpose of the Report**

This report is intended solely for the information and use of the District's Governing Board, the Proposition V and Measure L Citizens' Oversight Committee, management, and others within the District and is not intended to be and should not be used by anyone other than these specified parties.

El Cajon, California  
March 30, 2022



## Auditor's Results, Findings & Recommendations

**Lakeside Union School Bond Fund**  
**Proposition V & Measure L Building Fund (21-39)**

Schedule of Auditor's Results  
 Year Ended June 30, 2021

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**FINANCIAL STATEMENTS**

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

One or more material weakness(es) identified?

\_\_\_\_\_ Yes        X   No

One or more significant deficiencies identified that are  
 not considered material weakness(es)?

\_\_\_\_\_ Yes        X   No

Noncompliance material to financial statements noted?

\_\_\_\_\_ Yes        X   No

**PERFORMANCE AUDIT**

Any audit findings disclosed that are required to be reported  
 in accordance with *2020-21 Guide for Annual Audits*  
*of California K-12 Local Education Agencies* or  
 Proposition 39?

\_\_\_\_\_ Yes        X   No

# Lakeside Union School Bond Fund Proposition V & Measure L Building Fund

## Schedule of Findings and Questioned Costs

Year Ended June 30, 2021

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Findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements or performance audit that are required to be reported in accordance with *Government Auditing Standards*, or *Appendix A of the 2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

### **A. Financial Statement Findings**

None

### **B. Performance Audit Findings**

None

**Lakeside Union School Bond Fund**  
**Proposition V & Measure L Building Fund (21-39)**

Schedule of Prior Year Audit Findings  
Year Ended June 30, 2021

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Finding/Recommendation	Status	Explanation if Not Implemented
There were no audit findings reported in the prior year audit.		

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** 4/20/2022

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**Agenda Item:**

Approve Amendment #1 for the Central Kitchen Mechanical and Infrastructure as part of the LUSD Infrastructure & Utility Savings Program Agreement with Climatec LLC.

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

The purpose of this agenda item is for the Board to consider Amendment #1 for the Central Kitchen Mechanical and Infrastructure project as part of the LUSD Infrastructure Modernization & Utility Savings Program. The Board adopted Resolution No. 2022-12 that made findings and approved an Energy Services Agreement with Climatec LLC. The District is currently in the process of implementing the program and is looking to implement this Amendment #1 to improve the efficiency of the Central Kitchen.

The District desires to implement infrastructure modernizations, utility savings measures and renewable energy generation throughout its facilities, which includes the Central Kitchen. The Board of Education shall consider Amendment #1 for the Central Kitchen Mechanical and Infrastructure project as part of the LUSD Infrastructure Modernization & Utility Savings Program Agreement. The proposed Amendment #1 is for implementing the Central Kitchen Mechanical and Infrastructure project. If approved, construction will commence over the summer of 2022 and will take approximately 2-3 months.

**Fiscal Impact (Cost):**

Central Kitchen Improvements      \$466,042

**Funding Source:**

Bond

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

**Originating Department/School:** Business Services

**Submitted/Recommended By:**



**Lisa Davis, Assistant Superintendent**

**Approved for Submission to the Governing Board:**



**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member**



**Amendment 1**  
**to**  
**Installation Agreement**  
**between**

**The Lakeside Union School District and Climatec LLC**

The Installation Agreement between the Lakeside Union School District and Climatec LLC dated December 16, 2021 is amended to include an additional scope of work for the Central Kitchen in the District Office as described on the two pages following.

The price for this additional work is Four Hundred Sixty-Six Thousand Forty-Two and 00/100 dollars (\$466,042.00).

Both parties will meet after the execution of this document to mutually agree on a final project schedule.

All other terms and conditions of the original contract remain in effect.

Lakeside Union School District

Climatec LLC

By: *Lisa Davis*  
Signature

By: \_\_\_\_\_  
Signature

Print Name: LISA DAVIS

Print Name: \_\_\_\_\_

Title: Assistant Superintendent

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## District Office – Central Kitchen

### Mechanical

- ✧ Provide and install (4) high efficiency 5-ton packaged heat pumps with economizers and MERV 13 filters on new roof curbs.

*Scope of Work Includes:*

- New dedicated ducting with concentric registers to serve kitchen area from each heat pump.
- Provide new electrical circuits from existing kitchen electrical panel routing to each heat pump. This is to include new electrical disconnect at each heat pump.
- Re-enforce roof structurally to support additional weight of heat pumps
- Installation, integration, and programming of new controls for the heat pumps and existing heat ventilators
- Install standalone duct mounted smoke detectors with unit shut-down switch.

*Scope of Work Excludes:*

- Undisclosed electrical and structural upgrades/modifications not included in this scope of work.
- New HVAC systems are not sized for peak load conditions.
- Roofing repairs not directly related to the scope of mechanical work.

- ✧ Provide and install new Champion 66 Pro Dishwasher, tabling, and utilities for complete dishwashing system.

*Scope of Work Includes:*

- Provide new dedicated utilities for dishwasher & sink hookup including:
  - Dual points of connection for 208V 3-phase electrical service to be installed from existing kitchen electrical panel.
  - Domestic hot & cold water service
  - Floor sink and sanitation connections (requires concrete saw cutting and repair)
  - Installation of new water resistant (FRP) wall to separate kitchen area from dishwashing area
- Install new ventilation for dishwasher
  - Rooftop exhaust fan with interlocked dishwasher fan control
  - Stainless steel ducting split for loading and unloading side of dishwasher
- Set dishwasher in place and make final connections
- Set scrapping table, clean table, and sink with sprayer in design location and make all final connections.
- Start up and test system for proper operation
- Provide training to kitchen staff on proper operation

*Scope of Work Excludes:*

- Undisclosed electrical, plumbing, and structural upgrades/modifications not included in this scope of work.

General Exclusion:

Fire / Life Safety equipment tie-in and programming to District's central alarm system is excluded from this project and is assumed to be the responsibility of the District.

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

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**Agenda Item:**

Ratify change order #7R1, 8 and 9 for NexGen Building on the Lindo Park Elementary School modernization project.

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

Change orders #7R1, 8 and 9 listed below have been submitted by the contractor to correct additional unforeseen conditions and has been reviewed by the architect and district staff and is considered necessary and the price is considered fair and reasonable in the amount of \$16,529.00 for the reconstruction of the multi-purpose building at Lindo Park Elementary School.

Change order(s) as follows:

Change Order Number	Description	Amount
7R1	In order to remain with ADA compliance slope tolerances, the stage ramp had to be extended to the front of the stage which changed the original handrail layout.	\$ 4,222.00
8	Finish the north portion of the bottom of the seismic gap with the same expansion joint cover included in detail 13/A202 on the west side of the canopy alongside the existing building.	\$ 5,819.00
9	Remove previously installed single mode fiber lines. Replace with multi-mode fiber lines (District standers is multi-mode fiber lines)	\$ 6,488.00
<b>Sub-Total</b>		<b>\$ 16,529.00</b>

New contract amount is \$2,824,049.00

**Fiscal Impact (Cost):**

\$16,529.00

**Funding Source:**

Bond Fund - Measure L-Series B

**Addresses Emphasis Goal(s):**



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

**Recommended Action:**

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

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**



\_\_\_\_\_  
**Lisa Davis,**  
**Assistant Superintendent**



\_\_\_\_\_  
**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member** \_\_\_\_\_



March 09, 2022

Nexgen Building Group, Inc.  
2830 Via Orange Way, Suite C  
Spring Valley, CA 91978

*TRADE CONTRACT CHANGE ORDER 007R1*

Project: Multipurpose Room Reconstruction Lindo Park Elementary School  
Contract Number: Bid No. 2021-12 / Purchase Order No. 7213  
Change Order Amount: \$4,222

The Contract is changed as follows:

RFI 091-00. In order to remain within ADA slope tolerances, the stage ramp had to be extended to the front of the stage which changed the original handrail layout. The design team's direction was to furr out the wall and soffit around the stage for the extended handrails to attach to.

Architect of Record:

A handwritten signature in black ink, appearing to read "Paul Gallegos".

Paul Gallegos, ASDG

Eric Hall & Associates  
now part of MGT Consulting:

A handwritten signature in black ink, appearing to read "Tina Cullors".

Tina Cullors, Director of Education Solutions Group

Nexgen Building Group, Inc.

A handwritten signature in black ink, appearing to read "Jacquie Moore".

Jacquie Moore, Project Manager

LAKESIDE UNION SCHOOL DISTRICT

Lisa Davis, Assistant Superintendent, Business

**NEXGEN BUILDING GROUP, INC.  
CHANGE ORDER REQUEST**

Lindo Park Elem School  
Multipurpose Room  
Reconstruction

**PROJECT NAME:**

**PCO #:**

**DATE:**

007R1

March 9, 2022

WORK TO BE PERFORMED: RFI 091-00. In order to remain within ADA slope tolerances, the stage ramp had to be extended to the front of the stage which changed the original handrail layout. The design team's direction was to furr out the wall and soffit around the stage for the extended hand rail to attach to.

	EXTRA, ADDITIONAL OR DELETED WORK	Extra or Credit
1	General Contractor's Material + Equipment Subtotal (including sales tax)	\$0.00
2	General Contractor's Material + Equipment Mark-up - 15%	\$0.00
3	General Contractor's Total Material + Equipment Cost Including Mark-up (item #1 plus item #2)	\$0.00
4	General Contractor's Labor Subtotal (including SS, WC, state & federal taxes)	\$0.00
5	General Contractor's Labor Mark-up - 15%	\$0.00
6	General Contractor's Total Labor Cost Including Mark-up (item #4 plus item #5)	\$0.00
7	General Contractor's Total Cost Including Labor, Materials, Equipment and Mark-up (item #3 plus item #6)	\$0.00
8	Subcontractor's Material + Equipment Cost (including sales tax)	\$1,296.79
9	Subcontractor's Material + Equipment Mark-up - 15%	\$194.52
10	Subcontractor's Total Material + Equipment Cost (item #8 plus item #9)	\$1,491.30
11	Subcontractor's Labor Cost (including SS, WC, state & federal taxes)	\$2,165.16
12	Subcontractor's Labor Mark-up - 15%	\$324.77
13	Subcontractor's Total Labor Cost (item #11 plus item #12)	\$2,489.93
14	Subcontractor's Total Less General Contractor's Mark-up (item #10 plus item #13)	\$3,981.24
15	General Contractors' Overhead and Profit for Subcontractor Work. (5% of item #14)	\$199.06
16	Bond Premium (1% of item #7, item 14 and item #15)	\$41.80
	<b>TOTAL (item #7 plus item #14 plus item #15 plus item 16)</b>	<b>\$4,222</b>
Construction Time Impact/ Extension: To be submitted as a separate cost proposal if applicable.		

Abdellatif Enterprises	\$2,309
EL Hobbs	\$585
Nexgen Building Group	\$1,086

*Jacque Moore*

Jacque Moore, Project Manager

PROJECT: Lindo Park Elem School Multipurpose Room Reconstruction  
 SUB: Abdellatif Enterprises

PCO #: 007R1  
 DATE: March 9, 2021

#	JOB TITLE / DESCRIPTION	HRS	PAY RATE	WC %	LABOR BURDEN %	TOTAL HRLY RATE	TOTAL
1	Labor (see attached breakdown)	16.00	\$73.46	Included	Included	\$73.46	\$1,175.36
2		0.00	\$0.00	Included	Included	\$0.00	\$0.00
3		0.00	\$0.00	Included	Included	\$0.00	\$0.00
4		0.00	\$0.00	Included	Included	\$0.00	\$0.00
5		0.00	\$0.00	Included	Included	\$0.00	\$0.00
6		0.00	\$0.00	Included	Included	\$0.00	\$0.00
7		0.00	\$0.00	Included	Included	\$0.00	\$0.00
	<b>TOTAL LABOR</b>	<b>16.00</b>					<b>\$1,175.36</b>
MATERIAL		QTY	UC	SUB TOTAL	TAX	LUMP SUM	TOTAL
1	Materials (See attached breakdown)	1.00	\$768.48	\$768.48	\$59.56	\$0.00	\$828.04
2		1.00	\$4.67	\$4.67	\$0.00	\$0.00	\$4.67
3		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>TOTAL MATERIAL</b>						<b>\$632.71</b>
EQUIPMENT		QTY	UC	LUMP SUM	TOTAL		
1		0.00	\$0.00	\$0.00	\$0.00		
2		0.00	\$0.00	\$0.00	\$0.00		
3		0.00	\$0.00	\$0.00	\$0.00		
4		0.00	\$0.00	\$0.00	\$0.00		
5		0.00	\$0.00	\$0.00	\$0.00		
6		0.00	\$0.00	\$0.00	\$0.00		
	<b>TOTAL EQUIPMENT</b>				<b>\$0.00</b>		
RECAP		LABOR X 15%	MAT + EQUIP X 15%	LABOR TOTAL	MAT + EQUIP TOTAL	TOTAL	
TOTAL LABOR, MATERIAL & EQUIP X 15% OH&P		\$176.30	\$124.91	\$1,175.36	\$957.61	\$2,309.28	



Change Order #

2

DATE: January 6, 2021

PROJECT: Lindo Park ES

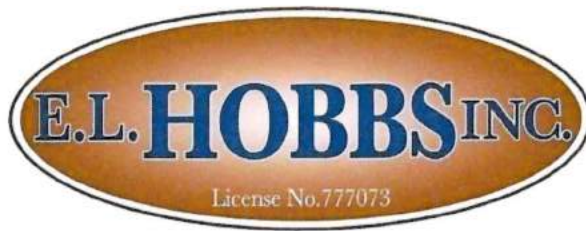
**Cost associated with RFI 91 - new soffit in front of the stage, we are only billing for the added soffit and not what is in our scope**

Description	Qty	Unit	Unit Price	Extension
2x6x10	36	each	\$ 12.98	\$ 467.28
LB26	60	each	\$ 5.02	\$ 301.20
Material Subtotal				\$ 768.48
Material Sales Tax			7.75%	\$ 59.56
CA Additional Lumber Assessment			1%	\$ 4.67
Material Total				\$ 832.71
Labor	16	hour	\$ 73.46	\$ 1,175.36
Subtotal				\$ 2,008.07
Profit & Overhead			15%	\$ 301.21
<b>Total Change Order</b>				<b>\$ 2,309.28</b>

**PROJECT:** Lindo Park Elem School Multipurpose Room Reconstruction  
**SUB:** El Hobbs, Inc.

**PCO #:** 007R1  
**DATE:** March 9, 2022

#	JOB TITLE / DESCRIPTION	HRS	PAY RATE	WC %	LABOR BURDEN %	TOTAL HRLY RATE	TOTAL
1	Labor (see attached breakdown)	2.50	\$66.02	included	included	\$66.02	\$165.05
2	Labor (see attached breakdown)	6.50	\$31.50	included	included	\$31.50	\$204.75
3		0.00	\$0.00	included	included	\$0.00	\$0.00
4		0.00	\$0.00	Included	included	\$0.00	\$0.00
5		0.00	\$0.00	Included	included	\$0.00	\$0.00
6		0.00	\$0.00	Included	included	\$0.00	\$0.00
	<b>TOTAL LABOR</b>	<b>9.00</b>					<b>\$369.80</b>
MATERIAL		QTY	UC	SUB TOTAL	TAX	LUMP SUM	TOTAL
1	Material (See attached breakdown)	1.00	\$128.48	\$128.48	\$10.60	\$0.00	\$139.08
2		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
	<b>TOTAL MATERIAL</b>			<b>\$128.48</b>			<b>\$139.08</b>
EQUIPMENT		QTY	UC	SUB TOTAL	TAX	LUMP SUM	TOTAL
1		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>TOTAL EQUIPMENT</b>						<b>\$0.00</b>
RECAP		LABOR X 15%		MAT + EQUIP X 15%		MAT + EQUIP TOTAL	
			\$55.47	\$20.86	\$425.27	\$159.94	\$585.21
<b>TOTAL LABOR, MATERIAL &amp; EQUIP X 15% OH&amp;P</b>							



## Contract Revision #2

To: **Nexgen**

Project: **Lindo Park ES**  
**Lakeside, CA. 92040**  
 Attn: **Jacque Moore**  
 Tel: **619-670-4466**

The original contract is hereby amended with the following changes from plans and/or specifications or contract. Terms and conditions of original contract are fully applicable to this revision except as otherwise specifically stated herein:

Reference: RFI#91  
 Location: MPR Room 103  
 Scope: 1) Drywall and finish added furr wall

Subcontractor:

		<u>Unit Cost</u>	<b>Subcontractor Sub Total:</b>
	3 Sheet-4'x12'x5/8" Gyp Board	\$19.61	\$58.83
	1 Roll-Mesh Tape	\$5.67	\$5.67
	1 Box-Joint Compound	\$13.58	\$13.58
	10 PC-Corner Bead	\$3.54	\$35.40
	1 Lot-Fasteners	\$15.00	\$15.00
		<b>Material Sub Total:</b>	<b>\$128.48</b>
		<b>Sales Tax: 8.25%</b>	<b>\$10.60</b>
		<b>Material Cost:</b>	<b>\$139.08</b>
<u>Hours</u>	<u>Trade:</u>	<u>Hourly</u>	
	2.5 Hanger	\$66.02	\$165.05
	6.5 Taper	\$31.50	\$204.75
		<b>Labor Sub Total:</b>	<b>\$369.80</b>
		<b>Subcontractor, Material and Labor Sub-Total:</b>	<b>\$508.88</b>
		Overhead and Profit: 15%	\$76.33
		<b>Sub Total:</b>	<b>\$585.21</b>
		Bond: N/A	\$0.00
		<b>Total Contract Revision:</b>	<b>\$585.00</b>
		<b>Original Contract Amount:</b>	
		<b>Revised Contract Amount:</b>	<b>T B D</b>

Approved: **E. L. Hobbs Inc.**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved: **Nexgen**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PROJECT:** Lindo Park Elem School Multipurpose Room Reconstruction  
**SUB:** Coastline Steel

**PCO #:** 007R1  
**DATE:** March 9, 2022

#	JOB TITLE / DESCRIPTION	HRS	PAY RATE	WC %	LABOR BURDEN %	TOTAL HRLY RATE	TOTAL
1	Labor (see attached breakdown)	4.00	\$155.00	Included	Included	\$155.00	\$620.00
2		0.00	\$0.00	Included	Included	\$0.00	\$0.00
3		0.00	\$0.00	Included	Included	\$0.00	\$0.00
4		0.00	\$0.00	Included	Included	\$0.00	\$0.00
5		0.00	\$0.00	Included	Included	\$0.00	\$0.00
		0.00	\$0.00	Included	Included	\$0.00	\$0.00
	<b>TOTAL LABOR</b>	<b>4.00</b>					<b>\$620.00</b>
MATERIAL		QTY	UC	SUB TOTAL	TAX	LUMP SUM	TOTAL
1	Material (see attached breakdown)	1.00	\$325.00	\$325.00	\$0.00	\$0.00	\$325.00
2		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
	<b>TOTAL MATERIAL</b>						<b>\$325.00</b>
EQUIPMENT		QTY	UC	SUB TOTAL	TAX	LUMP SUM	TOTAL
1		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>TOTAL EQUIPMENT</b>						<b>\$0.00</b>
RECAP		LABOR X 15%	MAT + EQUIP X 15%	LABOR TOTAL	MAT + EQUIP TOTAL	TOTAL	
		\$93.00	\$48.75	\$713.00	\$373.75	\$1,086.75	
	<b>TOTAL LABOR, MATERIAL &amp; EQUIP X 10% OH&amp;P</b>					<b>\$1,086.75</b>	



# SCOASTLINE STEEL

PHYSICAL – 27212 OLD HWY 80 GUATAY, CA 91931 / MAILING - PO BOX 328 ALPINE, CA 91903 / PH- (619) 473-8626 / FX- (619) 473-8627

## CHANGE ORDER REQUEST

CHANGE ORDER # 4

DATE: 12/16/2021

COMPANY NAME:	NexGen Building Group	PHONE:	(619) 670-4466
ATTN:	Jacque Moore	FAX:	N/A
JOB NAME:	Lindo Park	JOB LOCATION:	El Cajon, CA
ORIGINAL CONTRACT:	\$N/A	REVISED CONTRACT:	\$ TBD

**SCOPE OF WORK:** RFI 91 Directs us to extend Handrails Approx 12" in length, in addition directs us to add (1) Vertical Support Leg @ ADA Ramp. The Cost below are associated with this work

- Provide Core Drilling Service to add Hole in Concrete Slab to Accept the Vertical Post @ Handrail  
4 Hour Minimum @ \$ 155.00 = \$ 620.00
- Fabricate and Install (2) Additional 12" Section of 1-1/2" dia. Hand Rail  
2' @ \$ 145.00 per ft = \$ 290.00
- Materials – Pour Stone Anchoring Cement \$ 35.00

Subtotal =	\$	945.00
Profit and Overhead 15% =	\$	141.75
<b>TOTAL COST IMPACT =</b>	<b>\$</b>	<b>1,086.75</b>

We purpose the above changes in the scope of work for the added sum of:

One Thousand Eighty Six Dollars and 75/100 **DOLLARS** \$ 1,086.75

Please sign and return to Coastline Steel Inc.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

COASTLINE STEEL INC: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: Tyler Poppert TITLE: Vice President / RMO

**NEXGEN BUILDING GROUP**

Lindo Park Elementary School Multipurpose Room Reconstruction

**REQUEST FOR INFORMATION**

RFI Number	Submitted To	Submitted By	Copies To
091-00	<b>Paul Gallegos, AlphaStudio Design Group</b>	<b>Chris Owens, Nexgen Building Group</b>	<b>Bob Kiesling (EH&amp;A), Tina Cullors (EH&amp;A), Dave Archinal (QCCI), Zachary Azlin (QCCI), Steve Rauscher (NBG), Zack Rauscher (NBG), Jacque Moore (NBG)</b>
<b>Date</b>	<b>Tessie Bersamin, AlphaStudio Design Group</b>		
11/12/2021			

Subject	Sub	Activity
Stage Ramp Slope	DM Construction	Concrete

Cost Impact	Schedule Impact	Drawing/Specification Reference
N/A	N/A	A-502/1

Information Requested	Date Required: 11/10/21
-----------------------	-------------------------

Sheet A-502/1 shows the enlarged ramp plan at the stage. When bringing the landing elevation @ 0'-0" F.F in the 1'-0" from face of stage as shown, we exceeded the max slope of 8.33%. Per field conversation it was discussed that it would be acceptable to extend the ramp as necessary not to exceed the 8.33%. With this being said, to achieve the proper slope during the concrete pour, we had to extend the ramp to the face of the stage.

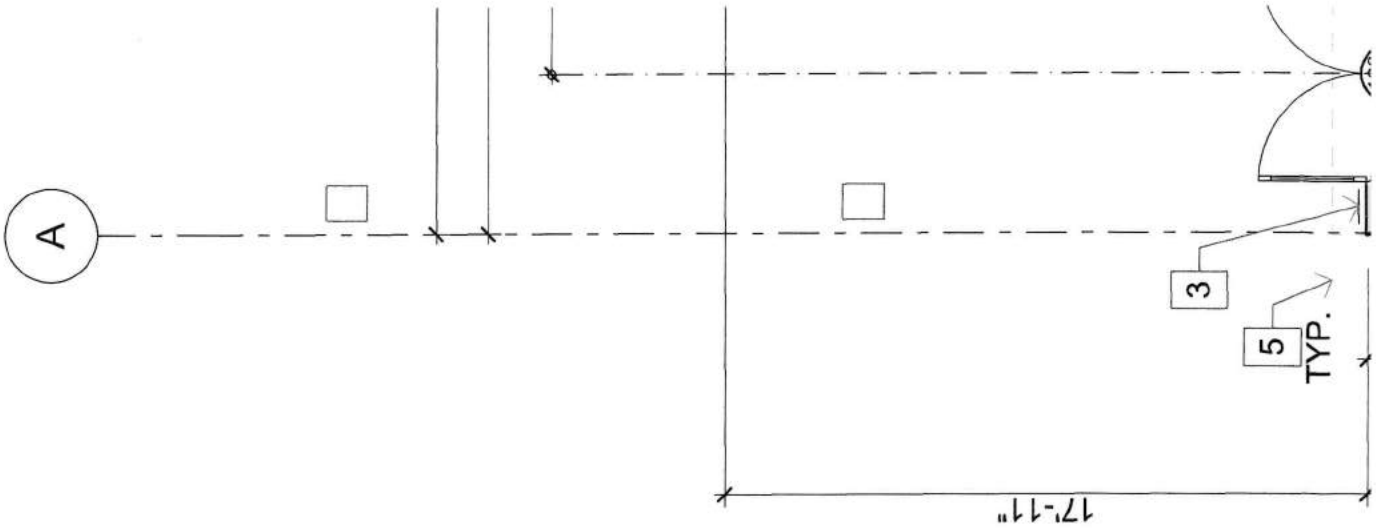
Please provide a revised railing detail to accommodate this field condition.

**Response:**

Please create a furred wall and soffit as shown in the attached sketch, and attach railing to wall.

Tessie Bersamin  
AlphaStudio Design Group  
11/16/2021

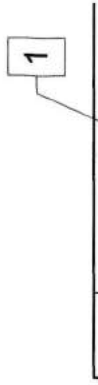
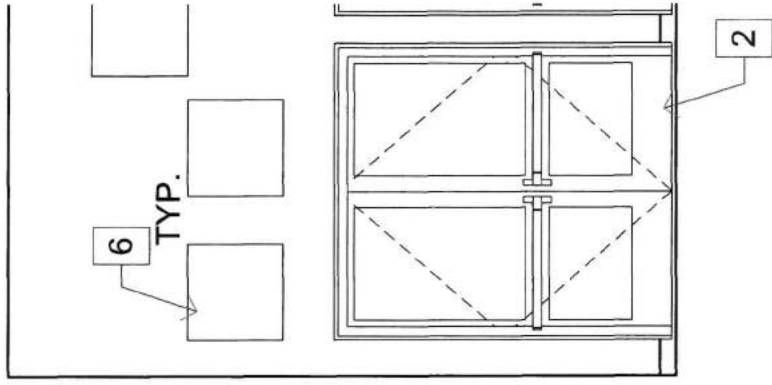
**Response By :**



# MPR ELEVATION

SCALE: 1/4" = 1'-0"

1





March 09, 2022

Nexgen Building Group, Inc.  
2830 Via Orange Way, Suite C  
Spring Valley, CA 91978


*TRADE CONTRACT CHANGE ORDER 008*

Project: Multipurpose Room Reconstruction Lindo Park Elementary School  
Contract Number: Bid No. 2021-12 / Purchase Order No. 7213  
Change Order Amount: \$5,819


The Contract is changed as follows:

RFI 119-00 Finish the north portion of the bottom of the seismic gap with the same expansion joint cover included in detail 13/A202 on the west side of the canopy along side the existing building. Should the framer or the painter submit added costs for finishing the bottom of the same seismic gap on the south end (refer to seismic joint for 2/A-803), those costs will be submitted under a separate PCO number.

Architect of Record:

  
\_\_\_\_\_  
Paul Gallegos, ASDG

Eric Hall & Associates  
now part of MGT Consulting:

  
\_\_\_\_\_  
Tina Cullors, Director of Education Solutions Group

Nexgen Building Group, Inc.

  
\_\_\_\_\_  
Jacque Moore, Project Manager

LAKESIDE UNION SCHOOL DISTRICT

\_\_\_\_\_  
Lisa Davis, Assistant Superintendent, Business

**NEXGEN BUILDING GROUP, INC.  
CHANGE ORDER REQUEST**

Lindo Park Elem School  
Multipurpose Room  
Reconstruction

**PROJECT NAME:**

**PCO #:**

**DATE:**

008

March 9, 2022

**WORK TO BE PERFORMED:** RFI 119-00 Finish the north portion of the bottom of the seismic gap with the same expansion joint cover included in detail 13/A202 on the west side of the canopy along side the existing building. Should the framer or the painter submit added costs for finishing the bottom of the same seismic gap on the south end (refer to seismic joint for 2/A-803), those costs will be submitted under a separate PCO number.

	<b>EXTRA, ADDITIONAL OR DELETED WORK</b>	<b>Extra or Credit</b>
1	<b>General Contractor's Material + Equipment Subtotal</b> (including sales tax)	<b>\$0.00</b>
2	<b>General Contractor's Material + Equipment Mark-up - 15%</b>	<b>\$0.00</b>
3	<b>General Contractor's Total Material + Equipment Cost Including Mark-up</b> (item #1 plus item #2)	<b>\$0.00</b>
4	<b>General Contractor's Labor Subtotal</b> (including SS, WC, state & federal taxes)	<b>\$0.00</b>
5	<b>General Contractor's Labor Mark-up - 15%</b>	<b>\$0.00</b>
6	<b>General Contractor's Total Labor Cost Including Mark-up</b> (item #4 plus item #5)	<b>\$0.00</b>
7	<b>General Contractor's Total Cost Including Labor, Materials, Equipment and Mark-up</b> (item #3 plus item #6)	<b>\$0.00</b>
8	<b>Subcontractor's Material + Equipment Cost</b> (including sales tax)	<b>\$4,771.30</b>
9	<b>Subcontractor's Material + Equipment Mark-up - 15%</b>	<b>\$715.70</b>
10	<b>Subcontractor's Total Material + Equipment Cost</b> (item #8 plus item #9)	<b>\$5,487.00</b>
11	<b>Subcontractor's Labor Cost</b> (including SS, WC, state & federal taxes)	<b>\$0.00</b>
12	<b>Subcontractor's Labor Mark-up - 15%</b>	<b>\$0.00</b>
13	<b>Subcontractor's Total Labor Cost</b> (item #11 plus item #12)	<b>\$0.00</b>
14	<b>Subcontractor's Total Less General Contractor's Mark-up</b> (item #10 plus item #13)	<b>\$5,487.00</b>
15	<b>General Contractors' Overhead and Profit for Subcontractor Work.</b> (5% of item #14)	<b>\$274.35</b>
16	<b>Bond Premium</b> (1% of item #7, item 14 and item #15)	<b>\$57.61</b>
	<b>TOTAL</b> (item #7 plus item #14 plus item #15 plus item 16)	<b>\$5,819</b>
Construction Time Impact/ Extension: To be submitted as a separate cost proposal if applicable.		

Dave Whipple Sheet Metal

\$5,487

*Jacque Moore*

Jacque Moore, Project Manager

PROJECT: Lindo Park Elem School Multipurpose Room Reconstruction  
 SUB: Dave Whipple Sheet Metal, Inc

PCO #: 008  
 DATE: March 9, 2022

#	JOB TITLE / DESCRIPTION	HRS	PAY RATE	WC %	LABOR BURDEN %	TOTAL HRLY RATE	TOTAL
1		0.00	\$0.00	included	included	\$0.00	\$0.00
2		0.00	\$0.00	included	included	\$0.00	\$0.00
3		0.00	\$0.00	included	included	\$0.00	\$0.00
4		0.00	\$0.00	included	included	\$0.00	\$0.00
5		0.00	\$0.00	included	included	\$0.00	\$0.00
6		0.00	\$0.00	included	included	\$0.00	\$0.00
7		0.00	\$0.00	included	included	\$0.00	\$0.00
	<b>TOTAL LABOR</b>	<b>0.00</b>					<b>\$0.00</b>
MATERIAL		QTY	UC	SUB TOTAL	TAX	LUMP SUM	TOTAL
1	See attached for breakdown	1.00	\$4,771.30	\$4,771.30	included	\$0.00	\$4,771.30
2		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>TOTAL MATERIAL</b>						<b>\$4,771.30</b>
EQUIPMENT		QTY	UC	LUMP SUM	TOTAL		
1		0.00	\$0.00	\$0.00	\$0.00		
2		0.00	\$0.00	\$0.00	\$0.00		
3		0.00	\$0.00	\$0.00	\$0.00		
4		0.00	\$0.00	\$0.00	\$0.00		
5		0.00	\$0.00	\$0.00	\$0.00		
6		0.00	\$0.00	\$0.00	\$0.00		
	<b>TOTAL EQUIPMENT</b>				<b>\$0.00</b>		
RECAP		LABOR X 15%	MAT + EQUIP X 15%	LABOR TOTAL	MAT + EQUIP TOTAL	TOTAL	
	TOTAL LABOR, MATERIAL & EQUIP X 15% OH&P	\$0.00	\$715.70	\$0.00	\$5,487.00	\$5,487.00	

DAVE WHIPPLE SHEET METAL, INC.  
 1077 NORTH CUYAMACA STREET  
 EL CAJON, CA 92020  
 Phone (619) 562-6962 ~ Fax (619) 562-7278  
 Lic No. 736812 / Small Bus. 43811

# CHANGE ORDER

Date	Change Order #
1/25/2022	72466CO#1R2

To:
NEXGEN BUILDING GROUP INC 2810 VIA ORANGE WAY SUITE C SPRING VALLEY, CA 91978

CONTACT	
CHRIS OWENS	
Email	chris@nexgenbuilding.com
PHONE#	FAX#
	619.670.4411

JOB NAME	YOUR JOB #	ESTIMATOR
LINDO		STEVE EVELL
Description	Total	
FABRICATE AND INSTALL PER RFI 119-00: EST 30' SOFFIT CS-GRP MODEL SF-600 EXPANSION JOINTS SIM TO DETAIL 13/A202  MATERIAL = \$3,467.00 LABOR = \$1,275.00 PLUS 15% OH & P = \$745.00  LEAD TIME 3-5 WEEKS FROM APPROVED CHANGE ORDER	5,487.00	
PLEASE SIGN & FAX or E-MAIL BACK FOR APPROVAL X _____	<b>Total</b> <b>\$5,487.00</b>	

All materials are guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.



CONTRACT NAME: Lindo Park Elementary School Multipurpose Room Reconstruction  
 CONTRACTOR/SUBCONTRACTOR: Nexgen/  
 GENERAL WAGE DETERMINATION: 2021-1

LUSD CONTRACT NO. 2021-12  
 COST PROPOSAL NO. \_\_\_\_\_  
 DATE 9/10/2021

**HOURLY LABOR RATE WORKSHEET**

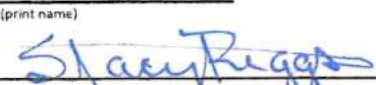
Contractor **MUST** enter information in all fields (*Excel spreadsheet may be requested*). The District's Excel spreadsheet automatically populates the shaded areas below).

CRAFT/TRADE: Sheet Metal GROUP NO.: \_\_\_\_\_ CLASSIFICATION: Apprentice Period Level Journeyman or Journeyman  
 (circle applicable)

Item	Prevailing Wage Rate			Notes																				
	Regular Time	Overtime	Double Time																					
(1) Base Labor Rate	\$ 43.04	\$ 64.56	\$ 86.08																					
Fringe Benefits: <sup>1</sup> Health & Welfare <sup>2</sup> Pension <sup>2</sup> Vacation <sup>2 &amp; 3</sup> Training <sup>2</sup> Other <sup>2</sup> (provide description in "Notes") Supplemental Dues <sup>2</sup> (does not apply to all crafts/trades, please refer to the DIR General Wage Determination for applicability or not) <b>Fringe Benefits Totals</b>	<table border="1"> <tr> <th>Paid to Worker</th> <th>Paid to Plan/Union</th> </tr> <tr> <td colspan="2"><i>(enter rate in appropriate box)</i></td> </tr> <tr> <td>\$ 10.75</td> <td>\$ -</td> </tr> <tr> <td>\$ 18.05</td> <td>\$ -</td> </tr> <tr> <td>\$ -</td> <td>\$ -</td> </tr> <tr> <td>\$ 1.12</td> <td>\$ -</td> </tr> <tr> <td>\$ 0.59</td> <td>\$ -</td> </tr> <tr> <td>\$ -</td> <td>\$ -</td> </tr> <tr> <td><b>(2a) Total Paid to Worker</b></td> <td><b>(2b) Total Paid to Plan/Union</b></td> </tr> <tr> <td>\$ 30.51</td> <td>\$ -</td> </tr> </table>	Paid to Worker	Paid to Plan/Union	<i>(enter rate in appropriate box)</i>		\$ 10.75	\$ -	\$ 18.05	\$ -	\$ -	\$ -	\$ 1.12	\$ -	\$ 0.59	\$ -	\$ -	\$ -	<b>(2a) Total Paid to Worker</b>	<b>(2b) Total Paid to Plan/Union</b>	\$ 30.51	\$ -			
	Paid to Worker	Paid to Plan/Union																						
	<i>(enter rate in appropriate box)</i>																							
	\$ 10.75	\$ -																						
	\$ 18.05	\$ -																						
	\$ -	\$ -																						
	\$ 1.12	\$ -																						
	\$ 0.59	\$ -																						
\$ -	\$ -																							
<b>(2a) Total Paid to Worker</b>	<b>(2b) Total Paid to Plan/Union</b>																							
\$ 30.51	\$ -																							
(2) Fringe Benefits Subtotal ( <i>includes both paid to worker &amp; paid to plan/union</i> )	\$ 30.51	\$ 30.51	\$ 30.51																					
<b>Travel &amp; Subsistence:</b>	<i>(Fringe Benefit Subtotal that exceeds DIR's total maximum fringes, will not receive credit for the difference)</i>																							
Travel (refer to DIR General Wage Determination for applicability or not)	\$ -																							
Subsistence (refer to DIR General Wage Determination for applicability or not)	\$ -																							
(3) Travel & Subsistence Subtotal	\$ -																							
<b>Total Paid Hourly Rate to Worker<sup>4</sup></b> ( <i>includes line items #1, #2a &amp; #3</i> )	\$ 73.55	\$ 95.07	\$ 116.59	= Hourly Rate Paid to Worker on his/her check																				
<b>Burden: Taxes &amp; Insurance</b>	<b>BURDEN BASED ON ABOVE RATES</b>																							
	% Rates																							
Social Security (FICA)	6.20%	\$ 4.56	\$ 5.89	\$ 7.23																				
Medicare (FICA)	1.45%	\$ 1.07	\$ 1.38	\$ 1.69																				
Federal Unemployment Insurance (FUTA)	0.60%	\$ 0.44	\$ 0.57	\$ 0.70																				
California Unemployment Insurance (UI)	6.20%	\$ 4.56	\$ 5.89	\$ 7.23																				
Employment Training Tax (ETT)	0.00%	\$ -	\$ -	\$ -																				
<b>Payroll Burden (can not exceed 15%)</b>																								
Workers' Compensation Code: 5542	4.55%	\$ 3.35	\$ 4.33	\$ 5.30																				
(4) Burden Subtotal	\$ 13.97	\$ 18.06	\$ 22.15																					
Contractor Liability Insurance	n/a	n/a	n/a	Included in OH&P per CGC																				
Small Tools	n/a	n/a	n/a	Included in OH&P per CGC																				
Other (warranty, record drawings, payment & performance bonds, etc.)	n/a	n/a	n/a	Included in OH&P per CGC																				
Union Dues	n/a	n/a	n/a	Included in OH&P per CGC																				
<b>TOTAL HOURLY RATE (includes line item #1, #2, #3 &amp; #4)</b>	\$ 87.52	\$ 113.13	\$ 138.74	= \$ Contractor/Subcontractor paid to worker. ALL fringes, plus burden																				

<sup>1</sup> Hourly rate for each fringe paid to a bona fide plan/program/union or if paid to the worker must be indicated. Any fringes paid to worker become cash fringes.  
<sup>2</sup> Fringe rates for overtime and double time are the same as regular rate of pay.  
<sup>3</sup> If paid vacation is added to gross wages, for tax purposes, and then deducted for payment at a later time. Rate must be entered under "Paid to Worker."  
<sup>4</sup> Taxes & Insurance apply to the Total Paid Hourly Rate which includes Base Labor Rate plus ANY fringe benefits paid to worker. PSA projects ALL fringes paid to a plan.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name & Title: Stacy Riggs, Contracts Administrator Company Name: Dave Whipple Sheet Metal, Inc.  
 (print name)  
 Signature: 

**NEXGEN BUILDING GROUP**

Lindo Park Elementary School Multipurpose Room Reconstruction

**REQUEST FOR INFORMATION**

RFI Number	Submitted To	Submitted By	Copies To
119-00	<b>Paul Gallegos, AlphaStudio Design Group</b>	<b>Chris Owens, Nexgen Building Group</b>	<b>Bob Kiesling (EH&amp;A), Tina Cullors (EH&amp;A), Dave Archinal (QCCI), Zachary Azlin (QCCI), Steve Rauscher (NBG), Zack Rauscher (NBG), Jacque Moore (NBG)</b>
Date	<b>Tessie Bersamin, AlphaStudio Design Group</b>		
1/10/2022			

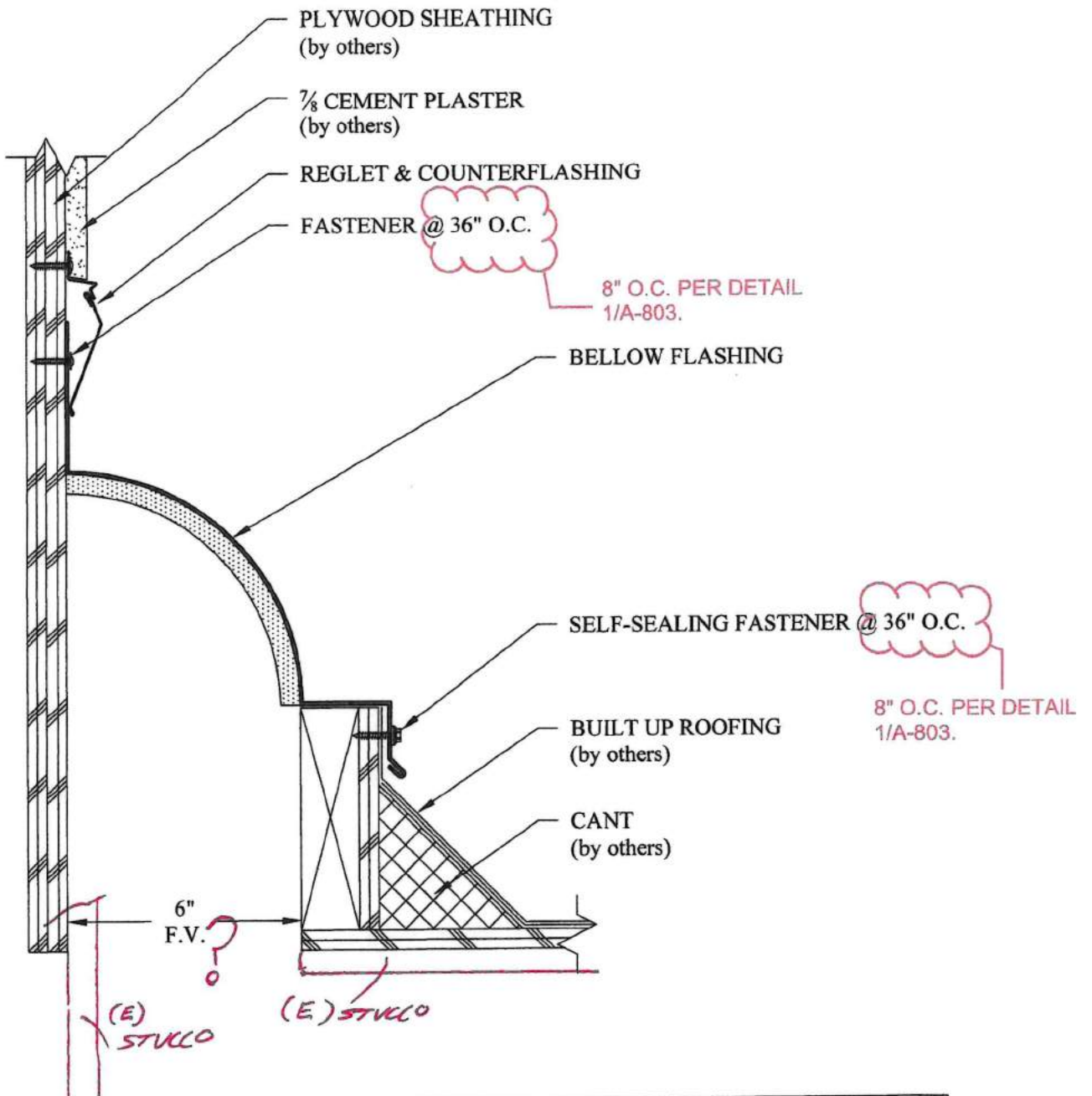
Subject	Sub	Activity
Finish Below Seismic Gap	Dave Whipple Sheet Metal	Sheet Metal

Cost Impact	Schedule Impact	Drawing/Specification Reference
Yes	N/A	A-801, A-803/1&2, S-4.1/11

Information Requested	Date Required: 1/11/2022
<p>On sheet A-801 (Roof Plan) it shows a 6" seismic gap to be added at the existing covered walkway and east end of existing building one. Details 1&amp;2 on sheet A-803 reference two specific seismic joint flashings (see attachments). Additionally S-4.1/11 (see attached) references the new framing to be completed at this location. With this being said the framing and flashing details both call out for 6" clearance. The bottom of the covered walkway as well as the existing wall both have stucco on them.</p> <p>Can you please provide a detail as to how you want to finish the bottom of the exposed seismic joint along the existing building applicable to detail A-803/1</p> <p>The seismic joint as it pertains to A-803/2 is located at a covered roof with exposed beams and T&amp;G. Please confirm that it would be acceptable to frame the proper 6" clearance and simply paint the exposed cavity at this location to match existing lumber.</p>	

Response:
<p>At the bottom of the exposed seismic joint, please provide an expansion joint cover similar to what is shown in detail 13/A-202.</p> <p>Regarding the seismic joint at covered roof with exposed beams, it is acceptable to proceed as suggested.</p> <p><b>Tessie Bersamin</b> AlphaStudio Design Group 01/14/2022</p>

Response By :



ALL SEEMS TO BE LAPPED 4" MIN. AND SEALED WITH VULKEM 116

## BELLOW FLASHING @ SEISMIC JOINT

SIMILAR:

Reference:

1 / A803

**Dave Whipple Sheet Metal, Inc.**

1077 N. Cuyamaca St. El Cajon, CA. 92020

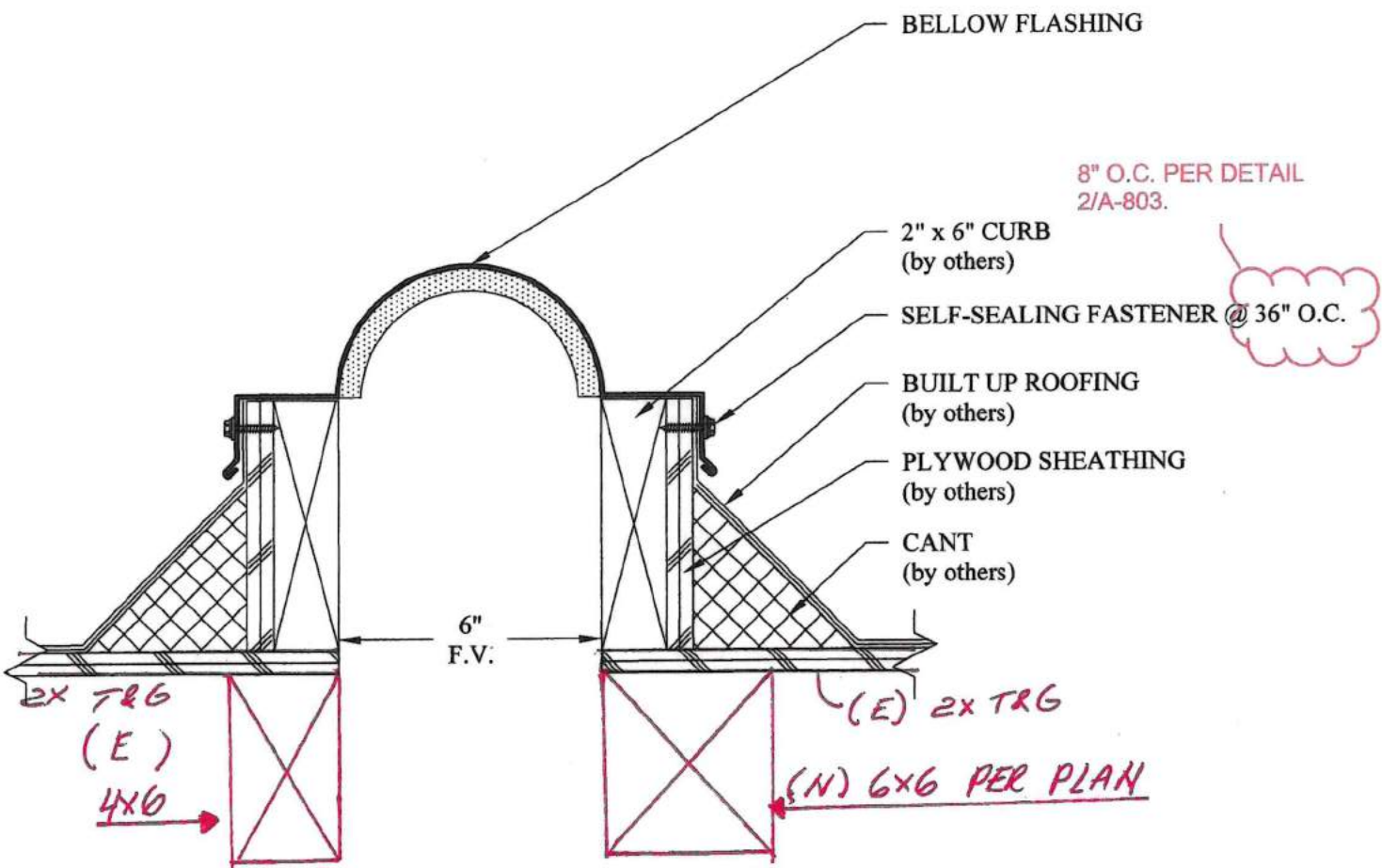
License# 736812

Ph. 619-562-6962 Fx. 619-562-7278

SHEET:

9

N.T.S.



ALL SEAMS TO BE LAPPED 4" MIN. AND SEALED WITH VULKEM 116

**BELLOW FLASHING @ SEISMIC JOINT (1)**

SIMILAR:

Reference:  
2 / A803

**Dave Whipple Sheet Metal, Inc.**  
1077 N. Cuyamaca St. El Cajon, CA. 92020  
License# 736812      Ph. 619-562-6962 Fx. 619-562-7278

SHEET:  
10  
N.T.S.

DUCT OPENING  
(WHERE OCCURS)

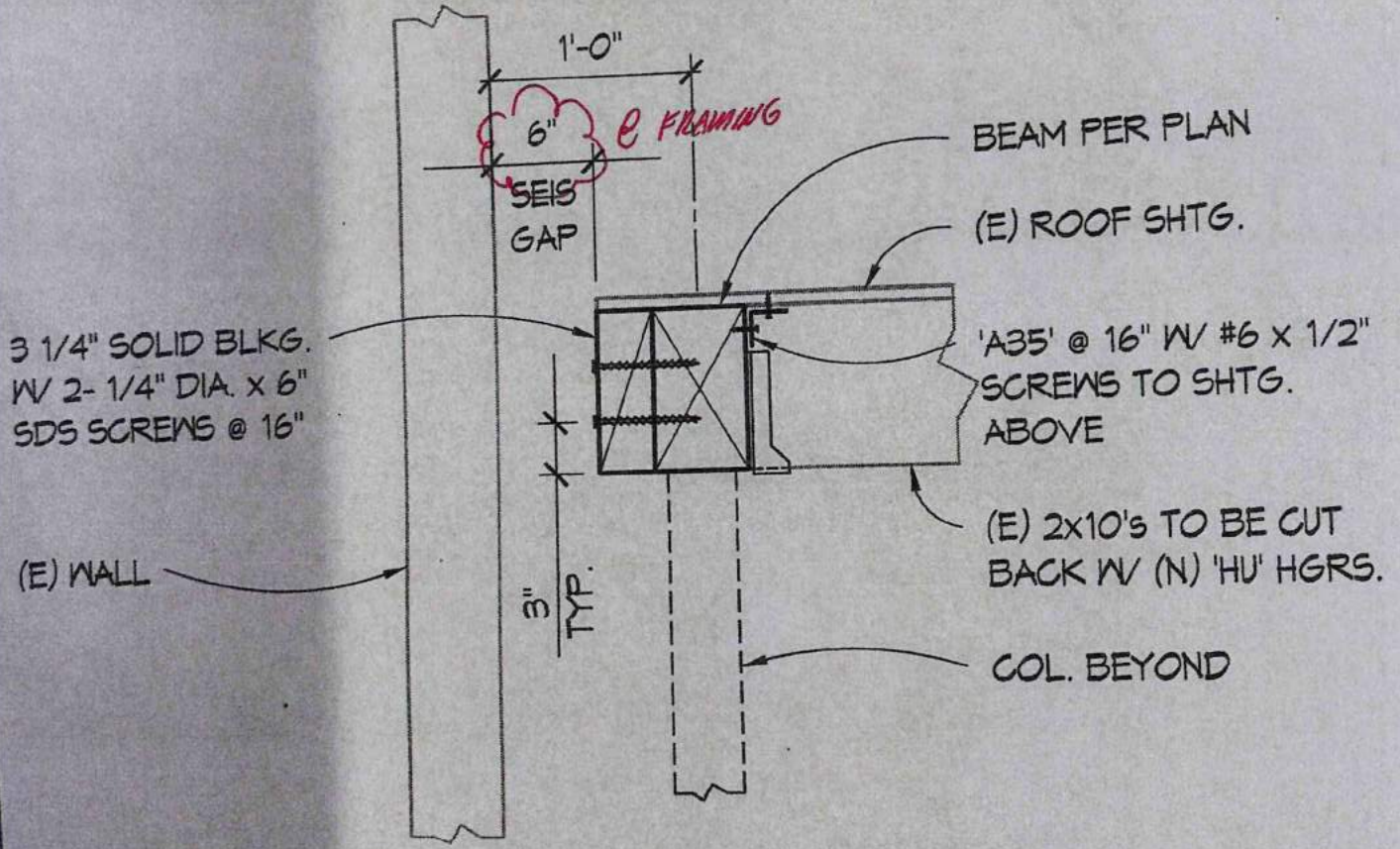
PLAN UNDER MECH. UNITS  
OR JOISTS WHERE OCCURS.

NOTE:  
WHEN CURB IS PERPENDICULAR TO  
JOISTS, PROVIDE 4x6 BLOCKING W/  
'LUS' HGRS. EACH END. PROVIDE  
10" WIDE WEB BLK'G PER

9  
S1.3

# TYPICAL VIBRATION ISOLATED A/C UNIT ANCHORAGE

6



11



March 17, 2022

Nexgen Building Group, Inc.  
2830 Via Orange Way, Suite C  
Spring Valley, CA 91978

*TRADE CONTRACT CHANGE ORDER 009*

Project: Multipurpose Room Reconstruction Lindo Park Elementary School  
Contract Number: Bid No. 2021-12 / Purchase Order No. 7213  
Change Order Amount: \$6,488


The Contract is changed as follows:

RFI 139-00. Remove previously installed single mode fiber lines. Replace with multi-mode fiber lines. The single mode fiber lines were required per the contract documents. However, the District's standard fiber is multi-mode.

Architect of Record:

  
\_\_\_\_\_  
Paul Gallegos, ASDG

Eric Hall & Associates  
now part of MGT Consulting:

  
\_\_\_\_\_  
Tina Cullors, Director of Education Solutions Group

Nexgen Building Group, Inc.

  
\_\_\_\_\_  
Jacquie Moore, Project Manager

LAKESIDE UNION SCHOOL DISTRICT

\_\_\_\_\_  
Lisa Davis, Assistant Superintendent, Business

**NEXGEN BUILDING GROUP, INC.  
CHANGE ORDER REQUEST**

Lindo Park Elem School  
Multipurpose Room  
Reconstruction

**PROJECT NAME:**

**PCO #:**

**DATE:**

009

March 17, 2022

**WORK TO BE PERFORMED:** RFI 139-00. Remove previously installed single mode fiber lines. Replace with multi mode fiber lines. The single mode fiber lines were required per the contract documents. However, the District's standard fiber is multi mode.

	<b>EXTRA, ADDITIONAL OR DELETED WORK</b>	<b>Extra or Credit</b>
1	<b>General Contractor's Material + Equipment Subtotal</b> (including sales tax)	<b>\$0.00</b>
2	<b>General Contractor's Material + Equipment Mark-up - 15%</b>	<b>\$0.00</b>
3	<b>General Contractor's Total Material + Equipment Cost Including Mark-up</b> (item #1 plus item #2)	<b>\$0.00</b>
4	<b>General Contractor's Labor Subtotal</b> (including SS, WC, state & federal taxes)	<b>\$0.00</b>
5	<b>General Contractor's Labor Mark-up - 15%</b>	<b>\$0.00</b>
6	<b>General Contractor's Total Labor Cost Including Mark-up</b> (item #4 plus item #5)	<b>\$0.00</b>
7	<b>General Contractor's Total Cost Including Labor, Materials, Equipment and Mark-up</b> (item #3 plus item #6)	<b>\$0.00</b>
8	<b>Subcontractor's Material + Equipment Cost</b> (including sales tax)	<b>\$4,048.31</b>
9	<b>Subcontractor's Material + Equipment Mark-up - 15%</b>	<b>\$607.25</b>
10	<b>Subcontractor's Total Material + Equipment Cost</b> (item #8 plus item #9)	<b>\$4,655.56</b>
11	<b>Subcontractor's Labor Cost</b> (including SS, WC, state & federal taxes)	<b>\$1,271.60</b>
12	<b>Subcontractor's Labor Mark-up - 15%</b>	<b>\$190.74</b>
13	<b>Subcontractor's Total Labor Cost</b> (item #11 plus item #12)	<b>\$1,462.34</b>
14	<b>Subcontractor's Total Less General Contractor's Mark-up</b> (item #10 plus item #13)	<b>\$6,117.90</b>
15	<b>General Contractors' Overhead and Profit for Subcontractor Work.</b> (5% of item #14)	<b>\$305.90</b>
16	<b>Bond Premium</b> (1% of item #7, item 14 and item #15)	<b>\$64.24</b>
	<b>TOTAL</b> (item #7 plus item #14 plus item #15 plus item 16)	<b>\$6,488</b>
Construction Time Impact/ Extension: To be submitted as a separate cost proposal if applicable.		

World Bridge Technologies

\$6,118

*Jacque Moore*

Jacque Moore, Project Manager

PROJECT: Lindo Park Elem School Multipurpose Room Reconstruction  
 SUB: World Bridge Technologies

PCO #: 009  
 DATE: March 17, 2022

#	JOB TITLE / DESCRIPTION	HRS	PAY RATE	WC %	LABOR BURDEN %	TOTAL HRLY RATE	TOTAL
1	Sound and Signal Technician	22.00	\$57.80	Included	Included	\$57.80	\$1,271.60
2	**See attached breakdown	0.00	\$0.00	Included	Included	\$0.00	\$0.00
3		0.00	\$0.00	Included	Included	\$0.00	\$0.00
4		0.00	\$0.00	Included	Included	\$0.00	\$0.00
5		0.00	\$0.00	Included	Included	\$0.00	\$0.00
6		0.00	\$0.00	Included	Included	\$0.00	\$0.00
7		0.00	\$0.00	Included	Included	\$0.00	\$0.00
	<b>TOTAL LABOR</b>	<b>22.00</b>					<b>\$1,271.60</b>
MATERIAL		QTY	UC	SUB TOTAL	TAX	LUMP SUM	TOTAL
1	Materials	1.00	\$3,256.56	\$3,256.56	\$260.52	\$0.00	\$3,517.08
2	Freight	1.00	\$130.26	\$130.26	\$0.00	\$0.00	\$130.26
3	*See attached breakdown	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>TOTAL MATERIAL</b>						<b>\$3,647.34</b>
EQUIPMENT		QTY	UC	UC	LUMP SUM	TOTAL	
1	Equipment	1.00	\$400.97	\$400.97	\$0.00	\$400.97	
2	**See attached breakdown	0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3		0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4		0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5		0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6		0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>TOTAL EQUIPMENT</b>					<b>\$400.97</b>	
RECAP		LABOR X 15%	MAT + EQUIP X 15%	LABOR TOTAL	MAT + EQUIP TOTAL	TOTAL	
TOTAL LABOR, MATERIAL & EQUIP X 15% OH&P		\$190.74	\$607.25	\$1,271.60	\$4,655.56	\$6,117.90	





*Building Technology Infrastructures*

**Project ID#: 1176LPES**

**Prime Contractor: NEXGEN**  
**Project Manager: Jacque Moore**  
**Phone: 619-670-4466**  
**email:**

**Project: Lindo Park ES Mod**

**Change Order#: PCO.02 RFI.139 MPR Fiber Issue**  
**Description of Work: Install New OM4 Fiber to MPR**

**Changes and Extra Work**

**Exhibit "B" - Payment -Extra, Additi**

Line	Qty	Material Description
1	450	12 Strand Multi-Mode Indoor/Outdoor Fiber
2	24	SC Fiber Connectors
3	2	SC Fiber Adapters
4	2	12 Strand Fiber Fanout kit
5		
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Sale  
F

**NEXGEN BUILDING GROUP**

Lindo Park Elementary School Multipurpose Room Reconstruction

**REQUEST FOR INFORMATION**

RFI Number	Submitted To	Submitted By	Copies To
139-00	<b>Paul Gallegos, AlphaStudio Design Group</b>	<b>Chris Owens, Nexgen Building Group</b>	<b>Bob Kiesling (EH&amp;A), Tina Cullors (EH&amp;A), Dave Archinal (QCCI), Zachary Azlin (QCCI), Steve Rauscher (NBG), Zack Rauscher (NBG), Jacque Moore (NBG)</b>
<b>Date</b>	<b>Tessie Bersamin, AlphaStudio Design Group</b>		
3/15/2022			

Subject	Sub	Activity
MPR Fiber Issue	District IT	Data Drop

Cost Impact	Schedule Impact	Drawing/Specification Reference
TBD	Yes	Specs, Div-27 27-2000

Information Requested	Date Required:3/17/2022
<p>Per the specs this project was called out for single mode fiber which is what was installed. Per the district IT personnel this generates some issues as single mode fiber is not very compatible with the multi-mode fiber which is currently being used inside this district.</p> <p>Per the attached email thread can you please provide direction as to how we are to proceed.</p>	

**Response:**

Per the District IT, please provide a replacement of the installed single mode fiber optic cables with new 12 strands multi-mode fiber optic cables. Coordinate with District IT for available ports and fiber connector type prior to start of work.

Narm Phomphakdy, SOBE

3/15/2022

**Response By :**

## Chris Owens

---

**From:** Brian Beisigl <bbeisigl@lsusd.net>  
**Sent:** Tuesday, March 15, 2022 10:40 AM  
**To:** Paul Gallegos; Narm Phomphakdy  
**Cc:** Todd Owens; Chris Owens  
**Subject:** Re: LP MPR - Fiber

Paul and Narm,

After talking yesterday and looking into the two possible solutions we would be faced with, the district would like to have the fiber replaced/fixed with our standard we have always had of Multimode 12-Strand 4OM fiber.

Yesterday I investigated what it would take to keep the current Single mode fiber, and it is more than just buying new SFPs. We would need to make sure light/power adjustments are made and tested, to truly make sure things would work correctly. Additionally, this causes other issues/costs when our upgrade to switches at LP will happen in 2 years without buying on our standard of Multi mode fiber.

If there is an issue with having the current company fix this issue and time is a problem for this to happen, let me know if I need to have someone take care of this.



**Brian Beisigl**  
*Technology Manager*  
*Lakeside Union School District*  
*Ph: (619) 390-2600 Ext. 2790*  
*Ph: (619) 390-2627 - Department Direct*  
*Ph: (619) 884-6124 - Cell*

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

On Mon, Mar 14, 2022 at 11:02 AM Paul Gallegos <[paulg@alphastudio-design.com](mailto:paulg@alphastudio-design.com)> wrote:  
Hi Brian-

Narm with Salas O'Brien will be contacting you to discuss. Thanks.

**Paul R. Gallegos, AIA**  
Principal  
LEED Accredited Professional

**AlphaStudio Design Group**  
6152 Innovation Way  
Carlsbad | California | 92009  
P: 760.431.2444 Ext 308  
C: 760.500.9195  
F: 760.431.2440

On Mon, Mar 14, 2022 at 10:41 AM Brian Beisigl <[bbeisigl@lsusd.net](mailto:bbeisigl@lsusd.net)> wrote:

Paul,

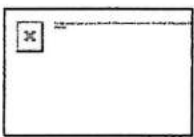
I left you a voicemail on your phone number you listed in your signature.

We have a problem/concern at LP with the fiber that was run, and although called out in the specs for Single Mode fiber, we use Multi-Mode Fiber inside our district. I am unsure who approved, and specifically called out for this type of fiber, but it's not going to work without ordering SFPs for this type of fiber.

We were able to get a price for these, but they are about \$1,500.00 each (we would need 4). So this is an extra \$6000.00 to get this type of fiber working for us. Only problem is they are unavailable right now with no timeframe of when they will be available.

Another choice is we have the fiber replaced with the Multimode 12 Strand 4OM fiber, which will work directly with our switches and SFPs we already have. In most cases this fiber and ends are all available currently.

I will be calling your cell that I just found, but sending this email as well so you have the information.



**Brian Beisigl**

*Technology Manager*

*Lakeside Union School District*

*Ph: (619) 390-2600 Ext. 2790*

*Ph: (619) 390-2627 - Department Direct*

*Ph: (619) 884-6124 - Cell*

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

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*All emails sent and received within the Lakeside Union School District are monitored for inappropriate usage, per the Technology AUP signed at the start of the school year. If you receive an email that you feel is inappropriate, please contact your teacher or Principal immediately. Students misusing email may have their accounts suspended, and/or lose technology privileges.*

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*All emails sent and received within the Lakeside Union School District are monitored for inappropriate usage, per the Technology AUP signed at the start of the school year. If you receive an email that you feel is inappropriate, please contact your teacher or Principal immediately. Students misusing email may have their accounts suspended, and/or lose technology privileges.*

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

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**Agenda Item:**

Approve change order #45 for SWCS, Inc on the Tierra del Sol Multi-purpose/Kitchen/Classroom modernization project.

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

Change order #45 has been submitted by the contractor to return unused allowance in the amount of -\$27.00 for the multi—purpose room modernization at Tierra del Sol Middle School.

Change orders as follows:

Change Order Number	Description	Amount
45	Correction to change order 44 unused change order allowance	\$ (27.00)
	<b>Sub-Total</b>	<b>\$ -27.00</b>

New contract amount is \$1,928,597.94.

**Fiscal Impact (Cost):**

\$27.00 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
  - Discussion
  - Approval
  - Adoption
  - Denial/Rejection
  - Ratification
  - Explanation: [Click here to enter text.](#)
-



**Southwest Construction Services**

11653 Riverside Drive, Ste.153

Lakeside, CA 92040

O: 619-258-9944

F: 619-258-9946

Date: 03/18/22

Contractor Information

SWCS

*TRADE CONTRACT CHANGE ORDER PCO 45*

Project: Tierra Del Sol Modernization

Contract Number :2021-10

Change Order Amount:       \$ -27.00

The Contract is changed as follows:

Correction to allowance balance

Architect of Record:

A handwritten signature in blue ink that reads 'R.D. Webb'.

Robert Webb

Eric Hall & Associates

now part of MGT Consulting:

A handwritten signature in blue ink that reads 'Tina Cullors'.

Tina Cullors

SWCS

A handwritten signature in blue ink that reads 'Kathleen Strom'.

Kathleen Strom

LAKESIDE UNION SCHOOL DISTRICT

Lisa Davis, Assistant Superintendent, Business



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

**TITLE:** Correction to allowance balance  
**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. 45**  
**DATE:** 03/18/2022  
**JOB:** 21-158  
**CONTRACT/PO:** 2021-10  
**SUBMITTED:**  
**COMPLETED:**  
**REQUIRED:**

**DESCRIPTION**

correction to allowance to balance accounts

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Unused allowance balance correction		1.000	LS	27.00	-27.00
<b>Item Total:</b>							<b>-\$27.00</b>
<b>15% overhead &amp; profit</b>							<b>\$0.00</b>
<b>1% Bond</b>							<b>\$0.00</b>
<b>Total:</b>							<b>-\$27.00</b>

**APPROVAL**

**By:** *Kathleen Stur*

**Date:** 03/18/2022

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

---

**Agenda Item:**

Ratify change orders #39, 40, 41, 42, 43 and 44 for SWCS, Inc on the Lakeside Farms Elementary School modernization project.

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

Change orders 39, 40, 41, 42, 43 and 44 have been submitted by the contractor to correct additional unforeseen conditions 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 \$28,395.97 for the modernization at Lakeside Farms Elementary School.

Change orders as follows:

Change Order Number	Description	Amount
39	Trash enclosure plaster be painted to match existing	\$ 1,649.84
40	Data routing for building 200 and 300	\$ 2,018.79
41	Remove existing conduit and floor boxes in Bldg 200	\$ 2,514.78
42	Replace exiting counter top at Admin building with solid surface top	\$ 2,022.00
43	Provide new devices and rework existing cabling to accommodate changing Simplex fire alarm panel to Standard Fire panel. 60 new devices will be installed	\$ 18,533.67
44	Change flush valve toilet to pressure assisted tank type. T&M	\$ 1,656.89
<b>Sub-Total</b>		<b>\$ 28,395.97</b>

New contract amount is \$2,699,973.99.

**Fiscal Impact (Cost):**

\$28,395.97



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**Funding Source:**

Bond Fund - Measure L-Series B

**Addresses Emphasis Goal(s):**

- #1: Academic Achievement       #2: Social Emotional       #3: Physical Environments

**Recommended Action:**

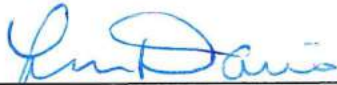
- Informational                       Denial/Rejection  
 Discussion                          Ratification  
 Approval                             Explanation: [Click here to enter text.](#)  
 Adoption

---

**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**



\_\_\_\_\_  
**Lisa Davis,**  
**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

Date: 02/24/2022

Contractor Information  
SWCS

*TRADE CONTRACT CHANGE ORDER: PCO 39*  
Project: Modernization at Lakeside Farms Elementary School  
Contract Number :2021-11  
Change Order Amount:       \$ 1649.84

The Contract is changed as follows:

RFI 82 requested the trash enclosure plaster be painted to match existing.

Architect of Record:

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

Paul Gallegos

Eric Hall & Associates  
now part of MGT Consulting:

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

Tina Cullors

SWCS

A handwritten signature in blue ink, appearing to read 'Kathleen Strom', is written over a horizontal line.

Kathleen Strom, PM

LAKESIDE UNION SCHOOL DISTRICT

A horizontal line representing a signature, with the name 'Lisa Davis' printed below it.

Lisa Davis, Assistant Superintendent, Business



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

**TITLE:** RFI 82 Paint plaster at trash enclosure

**PROJECT:** Lakeside Farms ES Modernization

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

**PROPOSED CHANGE ORDER**

**NO. 39**

**DATE:** 02/24/2022

**JOB:** 21-185

**CONTRACT/PO:** 2021-11

**SUBMITTED:** 02/24/2022

**COMPLETED:**

**REQUIRED:**

**DESCRIPTION**

RFI 82 requested that the trash enclosure be painted to match adjacent building walls.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount	
1		RFI 82 paint trash enclosure plaster		1.000	LS	1,485.00	1,485.00	
							<b>Item Total:</b>	<b>\$1,485.00</b>
							<b>10% OH&amp;P</b>	<b>\$148.50</b>
							<b>1% Bond</b>	<b>\$16.34</b>
							<b>Total:</b>	<b>\$1,649.84</b>

**APPROVAL**

**By:** Kathleen Strom  
Kathleen Strom

**Date:** 02/24/2022

**By:** [Signature]

**Date:** 03/16/2022

# Walters Painting Inc

Po Box 2119, Lakeside Ca 92040  
619-443-1051 Fax619-390-6746 [kwalte6@aol.com](mailto:kwalte6@aol.com)  
Ca. license #810323 / DIR reg. #1000007850

## Cost associated RFI 82

December 08, 2021

SWCS.

Attn – Samantha.

Project: Lakeside Farms ES.

Scope: Prime and two coats of paint to plaster walls at Trash Enclosure.

Labor –4 man hours per coat = 12 man hours at \$75@ = \$ 900.00

Material – 3 gallons per coat = 9 gallons at \$50@ = \$450.00

Subtotal - \$1,350.00

P&O – 10% - \$135.00

Total Cost - \$ 1,485.00

Prices good for 30 days



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

**TITLE:** Trash Enclosure Finishes  
**PROJECT:** Lakeside Farms ES Modernization  
**TO:** Attn:  
AlphaStudio Design Group  
6152 Innovation Way  
Carlsbad, CA 92009  
Phone:760-431-2444

**REQUEST FOR INFORMATION**  
**NO.** 82  
**DATE:** 11/19/2021  
**JOB:** 21-185  
**CONTRACT/PO:** 2021-11  
**STARTED:** 11/19/2021  
**COMPLETED:**  
**REQUIRED:** 11/23/2021

**REQUEST:**

**Scheduling Impact:**

**Monetary Impact:**

Note: Costs cannot be determined at this time.

**Plan Pages A-106 & A-107 Trash Enclosure:**

Please confirm if the Plaster at the Trash Enclosure is to be painted and if so please provide a paint color.

**ANSWER:**

Plaster is to be painted for new construction per Spec section 09900, paragraph 1.01.C. Color to match adjacent building walls, coordinate color with District.

P Gallegos 12-1-21

**Requested By:** SWCS, Inc.

**Date:** 11/19/2021

**Signed:** \_\_\_\_\_

Kathleen Strom



**Southwest Construction Services**

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

Date: 03/03/22

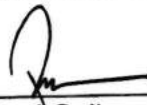
Contractor Information  
SWCS

TRADE CONTRACT CHANGE ORDER: PCO 40  
Project: Modernization at Lakeside Farms Elementary School  
Contract Number :2021-11  
Change Order Amount: \$ 2018.79

The Contract is changed as follows:

RFI 101 data routing for buildings 200 and 300.

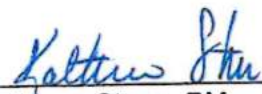
Architect of Record:

  
\_\_\_\_\_  
Paul Gallegos

Eric Hall & Associates  
now part of MGT Consulting:

  
\_\_\_\_\_  
Tina Cullors

SWCS

  
\_\_\_\_\_  
Kathleen Strom, PM

LAKESIDE UNION SCHOOL DISTRICT

\_\_\_\_\_  
Lisa Davis, Assistant Superintendent, Business



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

**TITLE:** Additional patch panels in bldg 200 and bldg 300

**PROJECT:** Lakeside Farms ES Modernization

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

**PROPOSED CHANGE ORDER NO. 40**

**DATE:** 03/03/2022

**JOB:** 21-185

**CONTRACT/PO:** 2021-11

**SUBMITTED:**

**COMPLETED:**

**REQUIRED:**

**DESCRIPTION**

RFI 101 requested the addition of a new 24 port patch panel to the existing rack in building 200 and to install a wall mounted swing gate and new patch panel to the existing switch with a minimum 10' loop for cabling in building 300.

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	Provide labor and material for RFI 101 24 port patch panel in the existing rack in buildig 200 and a 24 port patch panel and swing gate in building 300		1.000	LS	1,817.09	1,817.09
<b>Item Total:</b>						<b>\$1,817.09</b>
<b>10% OH&amp;P</b>						<b>\$181.71</b>
<b>1% Bond</b>						<b>\$19.99</b>
<b>Total:</b>						<b>\$2,018.79</b>

**APPROVAL**

**By:** Kathleen Strom  
Kathleen Strom

**Date:** 03/03/2022

**By:** [Signature]

**Date:** 03/16/2022



CA LIC# 1046540  
 AZ ROC# 329216  
 ACO# 7918

RFI 101

771 Jamacha Rd #177  
 El Cajon, CA 92019  
 619-964-0094  
 chrisw@reeltechnologiesinc.com

# Proposal

Date	Estimate #
2/7/2022	9007CO1

Name / Address
Southwest Construction Services

Ship To
Lakeside Farms ES Modernization

Terms	Project

Item	Qty	Description	Rate	Total
Labor		16 Man hours	1,360.00	1,360.00
Materials		Provide and install (1) 24 port patch panel in the existing rack in bldg. 200. Provide and install (1) 24 port patch panel and swing gate in bldg. 300 next to the existing switch.	457.09	457.09

Thank you for the opportunity, we look forward to working with you!	<b>Total</b>	\$1,817.09
---	--------------	------------

Terms: 50% Deposit/ 40% Progress/10% upon Completion

Signature: \_\_\_\_\_





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

<b>TITLE:</b>	Data Clarification Bldg 200 & 300	<b>REQUEST FOR INFORMATION NO.</b>	<b>101</b>
<b>PROJECT:</b>	Lakeside Farms ES Modernization	<b>DATE:</b>	02/08/2022
<b>TO:</b>	Attn: AlphaStudio Design Group 6152 Innovation Way Carlsbad, CA 92009 Phone:760-431-2444	<b>JOB:</b>	21-185
		<b>CONTRACT/PO:</b>	2021-11
		<b>STARTED:</b>	02/08/2022
		<b>COMPLETED:</b>	
		<b>REQUIRED:</b>	02/15/2022

**REQUEST:**                      **Scheduling Impact:**       **Monetary Impact:**

Per plan sheets E 205 and E 206:  
Buildings 200 & 300 are going to have separate IDF's. We will need to provide (2) additional patch panels for them along with some misc. materials. Is the district ok with us installing a 24 port patch panel within the existing rack in building 200? In building 300 we will need to install a wall mounted swing gate and new patch panel. We will install this next to the existing switch.

Please advise.

**ANSWER:**

1. Bldg 200, route all cabling to the existing MDF room and provide new 24 ports patch panel to the existing Rack.
2. Bldg 300, Install wall mounted swing gate and new patch panel to the existing switch. Provide a minimum 10' loop for cabling.

Narm Phomphakdy, SOBE

2/16/2022

**Requested By:** SWCS, Inc.

**Date:** 02/08/2022

**Signed:** \_\_\_\_\_  
Kathleen Strom



**Southwest Construction Services**

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

Date: 03/17/22

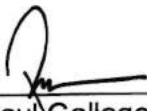
Contractor Information  
SWCS

TRADE CONTRACT CHANGE ORDER: PCO 41  
Project: Modernization at Lakeside Farms Elementary School  
Contract Number :2021-11  
Change Order Amount: \$ 2514.78

The Contract is changed as follows:

Removed existing conduit and floor boxes in Bldg. 200 per RFI 90.


Architect of Record:

  
\_\_\_\_\_  
Paul Gallegos

Eric Hall & Associates  
now part of MGT Consulting:

  
\_\_\_\_\_  
Tina Cullors

SWCS

  
\_\_\_\_\_  
Kathleen Strom, PM

LAKESIDE UNION SCHOOL DISTRICT

\_\_\_\_\_  
Lisa Davis, Assistant Superintendent, Business



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

**TITLE:** RFI 90 Bldg. 200 demo not shown on drawings  
**PROJECT:** Lakeside Farms ES Modernization  
**TO:** Attn: Tina Cullors  
Eric Hall & Associates  
5245 Avenida Encinas # A  
Carlsbad, CA 92008  
Phone: 760-602-9352

**PROPOSED CHANGE ORDER NO. 41**  
**DATE:** 03/17/2022  
**JOB:** 21-185  
**CONTRACT/PO:** 2021-11

**SUBMITTED:**  
**COMPLETED:**  
**REQUIRED:**

**DESCRIPTION**

There were existing electrical conduits and boxes in the floor in building 200 that needed to be removed per RFI 90 response.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		RFI 90 remove existing conduit and floor boxes bldg. 200		1.000	LS	2,263.53	2,263.53
<b>Item Total:</b>							\$2,263.53
<b>10% OH&amp;P</b>							\$226.35
<b>1% Bond</b>							\$24.90
<b>Total:</b>							\$2,514.78

**APPROVAL**

**By:** Kathleen Strom  
Kathleen Strom

**Date:** 03/17/2022

**By:** [Signature]

**Date:** 03/30/2022



**OT ELECTRIC**



1227 Corte De Cera  
 Chula Vista, CA 91910  
 (619) 636-3360 cell  
 (619) 494-9104 business office  
 otelectric2019@yahoo.com

**TIME & MATERIAL LOG**



March 6, 2022

PROJECT NAME: Lakeside Farms ES

CONTRACTOR: SWCS

*RFI # 90*

Lakeside Farms ES: Demo Bldg. #200

DATE	LABOR USED	REGULAR HOURS	OVERTIME HOURS
3.1.22	Foreman	8	
3.1.22	Apprentice	8	
3.4.22	Foreman	8	
3.4.22	Apprentice	8	

*OK  
R. Cabral*

**DESCRIPTION OF WORK**

Bldg. # 200:

Identify exist circuits to see where they are being fed from. Pull out wire from exist "old" receptacles, switches. Demo (6) exist light fixtures

including  
conduit  
and wire.  
Demo pipe

And wire  
from exist  
exhaust  
fan.

MATERIAL USED	QUANTITY
No material	

**PRINT  
NAME:  
Omar  
Tirado**

**DATE:  
3.6.22**



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

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<b>TITLE:</b>	Building 200 Existing Electrical	<b>REQUEST FOR INFORMATION</b>
		<b>NO. 90</b>
<b>PROJECT:</b>	Lakeside Farms ES Modernization	<b>DATE:</b> 12/13/2021
		<b>JOB:</b> 21-185
<b>TO:</b>	Attn:	<b>CONTRACT/PO:</b> 2021-11
	AlphaStudio Design Group	<b>STARTED:</b> 12/13/2021
	6152 Innovation Way	<b>COMPLETED:</b>
	Carlsbad, CA 92009	<b>REQUIRED:</b> 12/18/2021
	Phone:760-431-2444	

---

**REQUEST:**                      **Scheduling Impact:**       **Monetary Impact:**       Note: Costs cannot be determined at this time.

Plan Pages E-202 & E-205:

There appears to be existing electrical conduits and boxes in the floor. Does the district want to keep the existing electrical or remove. Please see attached pictures and advise.

Proposed Solution: If removed track on T.M.

ANSWER:

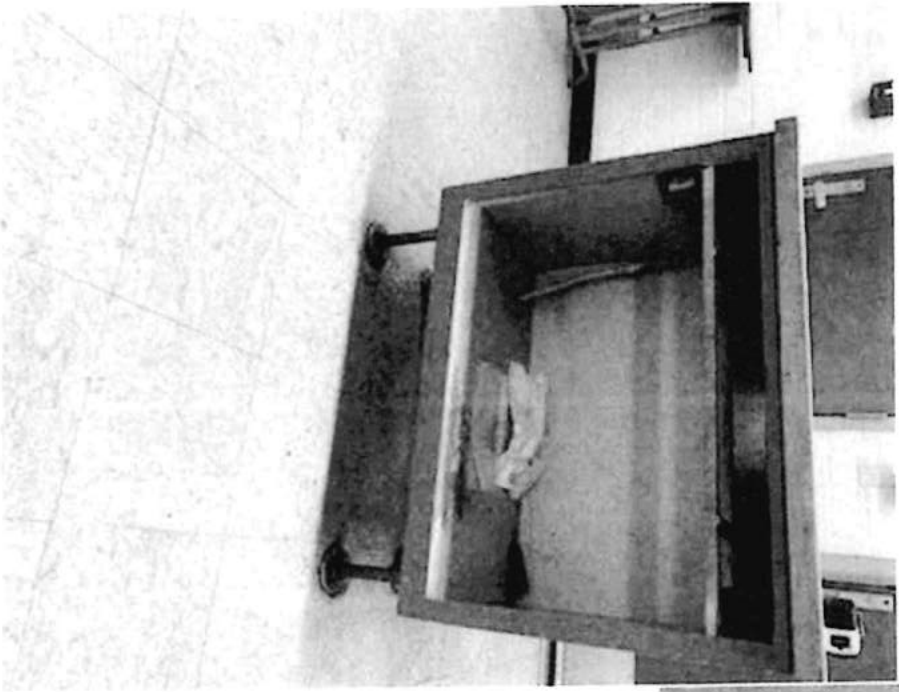
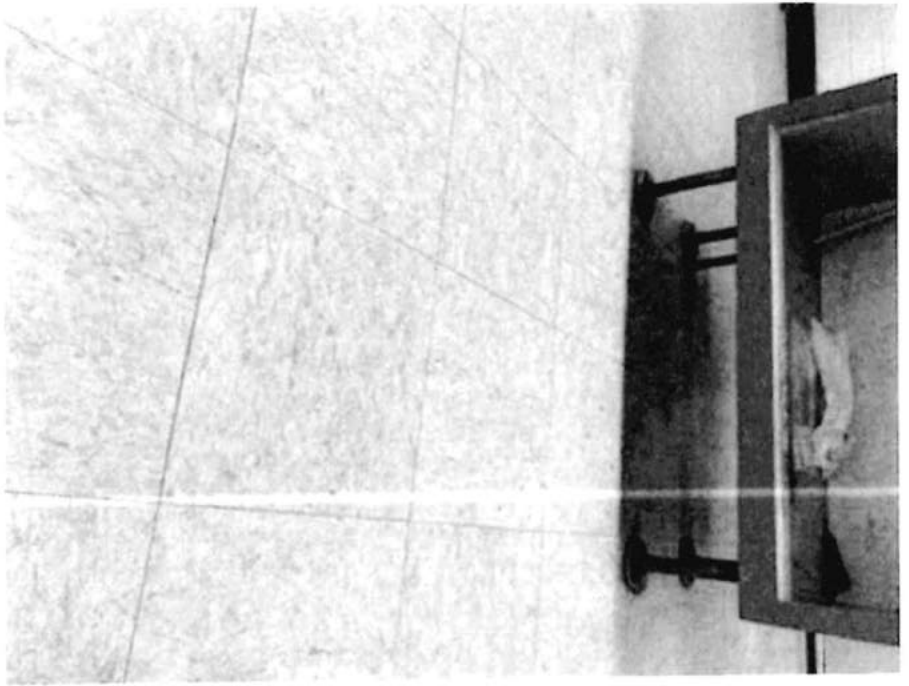
Outlets are to be removed / safed off. Please track on T&M

P Gallegos  
12-13-21

**Requested By:** SWCS, Inc.

**Date:** 12/13/2021

**Signed:** \_\_\_\_\_  
Kathleen Strom







## Southwest Construction Services

11653 Riverside Drive, Ste.153

Lakeside, CA 92040

O: 619-258-9944

F: 619-258-9946

Date: 3/21/22

Contractor Information  
SWCS

*TRADE CONTRACT CHANGE ORDER: PCO 42*  
Project: Modernization at Lakeside Farms Elementary School  
Contract Number :2021-11  
Change Order Amount:       \$ 2022


The Contract is changed as follows:

ASI 10 replace existing counter top at Administration building with solid surface top.

Architect of Record:

  
\_\_\_\_\_  
Paul Gallegos

Eric Hall & Associates  
now part of MGT Consulting:

  
\_\_\_\_\_  
Tina Cullors

SWCS

  
\_\_\_\_\_  
Kathleen Strom, PM

LAKESIDE UNION SCHOOL DISTRICT

\_\_\_\_\_  
Lisa Davis, Assistant Superintendent, Business



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

<b>TITLE:</b>	Change exterior counter top to solid surface	<b>PROPOSED CHANGE ORDER NO.</b>	42
<b>PROJECT:</b>	Lakeside Farms ES Modernization	<b>DATE:</b>	03/21/2022
<b>TO:</b>	Attn: Tina Cullors Eric Hall & Associates 5245 Avenida Encinas # A Carlsbad, CA 92008 Phone:760-602-9352	<b>JOB:</b>	21-185
		<b>CONTRACT/PO:</b>	2021-11
		<b>SUBMITTED:</b>	
		<b>COMPLETED:</b>	
		<b>REQUIRED:</b>	

**DESCRIPTION**


Request to change out specified laminate exterior counter at new Administration building to a solid surface to match interior tops. Change includes removal of existing counter, installation of plywood base and install new countertop.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount	
1		Remove and replace existing exterior counter with new solid surface top		1.000	LS	1,820.00	1,820.00	
							Item Total:	\$1,820.00
							10% OH&P	\$182.00
							1% Bond	\$20.00
							Total:	\$2,022.00

**APPROVAL**

By:   
Kathleen Strom

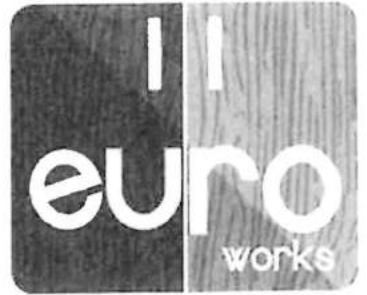
Date: 03/21/2022

By: 

Date: 03/29/2022

Euro-Works Inc.  
8845 Winter Gardens Blvd #A  
Lakeside, CA 92040 US  
(619) 933-1854  
alfonso@euroworksinc.com

## Estimate



ADDRESS  
Southwest Construction Services  
11653 Riverside Dr Ste 153  
LAKESIDE, CA 92040

ESTIMATE #                      DATE  
1202                                03/14/2022

	DESCRIPTION	QTY	RATE	AMOUNT
<b>Corian Countertops</b>	Remove plastic laminate countertop located outside the attendance office window and replace with Formica solid surface countertop in color White Renew. A new slab needs to be purchased, fabricated and installed. 1 slab and plywood subtop \$1181.72 Fabrication: \$180 (\$36.00x5hours) Installation: \$458.28 (2 installers 3 hours each x \$76.38)	1	1,820.00	1,820.00
	<b>TOTAL</b>			<b>\$1,820.00</b>

Accepted By

Accepted Date



Date: March 9, 2022

## ASI 010

ASDG Job Number:  
20-004

Project:  
Lakeside Farms ES Modernization

Owner:  
Lakeside Union School District

Contractor:  
Southwest Construction Services  
Copies To:  File (20-004)

*The following Supplemental Instructions are issued in accordance with the Contract Documents. The work shall be carried out in accordance with these instructions in conjunction with the Contract Documents. Proceeding with the work in accordance with these instructions indicates acceptance of these instructions as consistent with the Contract Documents. The Architect and District shall be made aware of any change in Contract Sum or Duration prior to implementing these instructions.*

Description: Replace Exterior Countertop at Bldg. 100

- Please replace exterior countertop at Building 100 Attendance with Corian solid surfacing. Color to match interior countertops at Reception.

Attachments:

Paul Gallegos

March 9, 2022



**Southwest Construction Services**

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

Date: 03/28/2022


Contractor Information  
SWCS

*TRADE CONTRACT CHANGE ORDER: PCO 43*  
Project: Modernization at Lakeside Farms Elementary School  
Contract Number :2021-11  
Change Order Amount: \$18,533.67

The Contract is changed as follows:

Provide new devices and rework existing cabling to accommodate changing Simplex Fire panel to Standard Fire panel. 60 new devices will be installed.

Architect of Record:

  
\_\_\_\_\_  
Paul Gallegos

Eric Hall & Associates  
now part of MGT Consulting:

  
\_\_\_\_\_  
Tina Cullors

SWCS

  
\_\_\_\_\_  
Kathleen Strom, PM

LAKESIDE UNION SCHOOL DISTRICT

\_\_\_\_\_  
Lisa Davis, Assistant Superintendent, Business



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

TITLE: RFI 98 Existing FA Alarm panel  
PROJECT: Lakeside Farms ES Modernization  
TO: Attn: Tina Cullors  
Eric Hall & Associates  
5245 Avenida Encinas # A  
Carlsbad, CA 92008  
Phone: 760-602-9352

**PROPOSED CHANGE ORDER**

NO. 43  
DATE: 03/28/2022  
JOB: 21-185  
CONTRACT/PO: 2021-11

SUBMITTED:  
COMPLETED:  
REQUIRED:

**DESCRIPTION**

Per RFI 98 response, we are to disconnect and remove existing Simplex devices and replace them with new CSFM listed compatible devices with the new FCI E3 system. New devices comply with DSA IR A-28 Fire alarm system changes in new existing buildings. Existing cabling will be reused and all initiating devices currently on the Simplex panel with FCI devices will eliminate the Simplex panel.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Electrical work required for RFI 98 (OT Electric)		1.000	LS	3,470.76	3,470.76
2		Standard Electronic work required for RFI 98		1.000	LS	13,211.21	13,211.21
						<b>Item Total:</b>	<b>\$16,681.97</b>
						<b>10% OH&amp;P</b>	<b>\$1,668.20</b>
						<b>1% Bond</b>	<b>\$183.50</b>
						<b>Total:</b>	<b>\$18,533.67</b>

**APPROVAL**

By: Kathleen Strom  
Kathleen Strom  
Date: 03/28/2022

By: [Signature]  
Date: 04/06/2022

RFI 98 FA Panel

OT	Labor	32	\$85.32	\$2,730.24	
	Material			\$425.00	
	P&OH			\$315.52	
				\$3,470.76	\$3,470.76
Standard	Labor	35	\$65.00	\$2,242.50	
	Material			\$8,254.92	
	Shipping			\$330.20	
	Tax			\$660.39	
	P&OH			\$1,723.20	
				\$13,211.21	\$13,211.21
					\$16,681.97



1227 Corte De Cera  
 Chula Vista, CA 91910  
 [Phone]: (619) 636-3360  
[otelectric2019@yahoo.com](mailto:otelectric2019@yahoo.com)

DATE  
 2/22/2022

**Net Terms = 30 Days**

**Bill TO:** SWCS  
 11653 Riverside Dr Ste. 153,  
 Lakeside, CA., 92040

**RFI # 98**

[Office]:  
 [cell]:

Contact Name: Rich Cabral

		PAYMENT TERMS	DATE	
Lakeside Farms E5		<input type="checkbox"/> Paid on a Credit Card		
Option "A"		<input type="checkbox"/> To be Invoiced		
DESCRIPTION			PROJECT	AMOUNT
Bldg.# 300 Intercept exist conduits				
(1) 1 1/4"				
(1) 1"				
Provide & Install (2) terminal cans to receive new conduits.				
Cut over pipes during shutdown.				-
Labor Foreman Hrs.	32 hrs X \$85.32			\$2,730.24
Material	Pipe, boxes, supports,			\$425.00
profit	10%			\$315.52
Tax already included				#VALUE!
				-
				-
				-
			TOTAL	
			PAYMENT/CREDIT	
			BALANCE DUE	<b>\$3,470.76</b>

Title/Name of Invoice Approver: \_\_\_\_\_

Requested by - Print Name      Requested by - Signature      Date

Authorized by - Print Name      Authorized by - Signature      Date





# Standard Electronics

Ph: (619) 596-9950  
 Fax: (619) 596-8850  
 9340 Stevens Road  
 Santee, CA 92071  
 C7, C10 LIC. #590876  
 BSISACO #ACO1903  
 UL Installer #S3570-1  
 StandardElectronics.us

CHANGE ORDER: 1 - A

PROJECT NAME / #: Lakside Farms ES

CUSTOMER REF:

CUSTOMER NAME: NexGen

DATE: 1/5/2022

PREPARED BY: Ryan Knight

DESCRIPTION: Replace all initiating devices currently on the Simplex panel with FCI devices to eliminate the Simplex panel. We will reuse existing cabling.

INCLUSIONS/EXCLUSIONS: The work covered under this order shall be performed under the same Terms and Conditions as that included in the original contract unless stated otherwise.

Add'l Days Req'd: 1

IDENTIFICATION	ITEM OF WORK	MODEL #	NUMBER OF UNITS	LABOR			MAT'L	
				HRS PER UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
Fire Alarm	Smoke Detector and Base	ASD-PL3/B300-6	26	0.40	65.00	676.00	129.72	3372.64
				0.00	65.00	0.00	0.00	0.00
	Heat Detector and Base	ATD-L3H/B300-6	12	0.40	65.00	312.00	107.35	1288.22
				0.00	65.00	0.00	0.00	0.00
	Pull Station	MS-7AF	21	0.40	65.00	546.00	140.90	2958.89
	Monitor Modules (waterflow, tampers)	AMM-2F	3	0.30	65.00	58.50	76.04	228.12
	Duct Detector	DNR-KIt	1	1.00	65.00	65.00	407.04	407.04
	- (smoke head, relay, housing, tube)			0.00	65.00	0.00	0.00	0.00
				0.00	65.00	0.00	0.00	0.00
	Programming	N/A	1	3.00	65.00	195.00	0.00	0.00
				0.00	65.00	0.00	0.00	0.00
	Testing/Troubleshooting	N/A	2	3.00	65.00	390.00	0.00	0.00
				0.00	65.00	0.00	0.00	0.00
	* Less 25% restock and return shipping							
	<b>TOTAL</b>			<b>35</b>		<b>2242.50</b>		<b>8254.92</b>

### RECAPITULATION

1) MATERIAL	\$8,254.92	
2) SHIPPING	\$330.20	
3) LABOR	\$2,242.50	
4) SALES TAX (material only)	\$660.39	
5) SUBTOTAL	\$11,488.01	
6) OVERHEAD/PROFIT	\$1,723.20	
7) SUBTOTAL		\$13,211.21
8) SUBCONTRACT (see attached)	\$0.00	
9) OVERHEAD/PROFIT	\$0.00	
10) SUBTOTAL		\$0.00
11) PROGRAMMING	\$0.00	
12) DESIGN / ENGINEERING	\$0.00	
13) DRAFTING	\$0.00	
14) SUBTOTAL	\$0.00	
15) OVERHEAD/PROFIT	\$0.00	
16) SUBTOTAL		\$0.00
17) <b>TOTAL CHANGE ORDER PROPOSAL</b>		<b>\$13,211.00</b>

This change order is based upon the usual cost elements such as labor, materials, and normal markup. It does not include any amount for interference, disruption, remobilizing, rescheduling, change in work sequence, delays or acceleration. We expressly reserve the right to submit our request for any of these items should we be faced with performing our work under any of these conditions. This proposal supercedes all previous cost proposals for the same work. This proposal is valid for 30 days.

Approved By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_



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

<b>TITLE:</b>	Existing Fire Alarm Panel	<b>REQUEST FOR INFORMATION NO.</b>	<b>98</b>
<b>PROJECT:</b>	Lakeside Farms ES Modernization	<b>DATE:</b>	01/10/2022
<b>TO:</b>	Attn: AlphaStudio Design Group 6152 Innovation Way Carlsbad, CA 92009 Phone:760-431-2444	<b>JOB:</b>	21-185
		<b>CONTRACT/PO:</b>	2021-11
		<b>STARTED:</b>	01/10/2022
		<b>COMPLETED:</b>	
		<b>REQUIRED:</b>	10/11/2023

**REQUEST:**                      **Scheduling Impact:**       **Monetary Impact:**

Per sheet FA-101, we are to disconnect and remove existing fire alarm control panel and extend into the new FACP. After further investigation, it was found that there are roughly 60 addressable devices connected to the Simplex system. These devices are not compatible with the new FCI E3 FACP.

Option A: Remove all of the addressable Simplex devices and replace them with new CSFM listed that are compatible with the new FCI E3 system. Includes the Electrical's rom.  
Estimated total cost: \$18565.92

Option B: Relocate the Simplex system next to the FCPS and extend the existing cabling. With this option, we will need to perform a handshake between the panels, it may be necessary to reset both panels during a reset. We will also need Simplex to be contracted to add two modules and program. This estimated cost includes the electrical's rom.  
Estimated cost: \$11326.65 + Simplex contract for 2 modules.

**ANSWER:**

1. Provide Option A. Disconnect and remove existing Simplex devices and replace them with the new CSFM listed that compatible with the new FCI E3 system. Contractor shall provide new devices comply with DSA IR A-28 (Fire Alarm System changes in Existing Buildings).
2. Salvage and coordinate with the District for storage of all removed Simplex devices.
3. Provide credit back to the District materials and labor from the original contracted work prior to this changes.
4. Contractor shall provide shop drawings for DSA review and approval prior to start of work.

Narm Phomphakdy, SOBE                      1/31/2022

**Requested By:** SWCS, Inc.

**Date:** 01/10/2022

**Signed:** \_\_\_\_\_  
Kathleen Strom



# Standard Electronics



Fire Alarm • Access Control • Intercommunication Systems • Security • CCTV • Data

## REQUEST FOR INFORMATION

To: Southwest Construction  
 Services \_\_\_\_\_  
 Attn: Gail Grosshuesch \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

Project Lakeside Farms ES Modernization  
 W.O.# \_\_\_\_\_ Date 1-7-22  
 RFI# \_\_\_\_\_ G.C. RFI# N/A

Drawing Reference FA-001, FA-101 Subject Existing Fire Alarm Panel  
 Specification Ref 28 30 01 Location N/A

Please advise us on the following:

Per sheet FA-101, we are to disconnect and remove existing fire alarm control panel and extend into the new FACP. After further investigation, it was found that there are roughly 60 addressable devices connected to the Simplex system. These devices are not compatible with the new FCI E3 FACP. There are two options as we see it. Option A- Remove all of the addressable Simplex devices and replace them with new CSFM Listed devices that are compatible with the new FCI E3 system. Option B- Relocate the Simplex System next to the FCPS and extend the existing cabling. With this option, we will need to perform a handshake between the panels, it may be necessary to reset both panels during a reset. We will also need Simplex to be contracted to add two modules and program to make this happen. We will also need the electrical contractor to perform work to relocate the panel. Please advise on which option the district would like to proceed with.

**CONTACT:**

Ryan Knight  
[ryank@standardelectronics.us](mailto:ryank@standardelectronics.us)

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**FIRE ALARM SYSTEM CHANGES IN EXISTING BUILDINGS**

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**Disciplines:** Fire & Life Safety**History:** Revised 03/19/21  
Original Issue 04/27/10

Division of the State Architect (DSA) documents referenced within this publication are available on the or [DSA Publications](#) webpages.

**PURPOSE**

This Interpretation of Regulations (IR) describes the DSA requirements for the complete or partial change of a fire alarm (F/A) system in an existing building due to obsolescence, catastrophic failure, voluntary upgrading, or as part of the construction change document process.

**BACKGROUND**

Typical fire alarm submittals consist of both the drawings and specifications of the various devices intended for installation. At times the fire alarm submittal will include a totally new system and at other times it will include only a portion of an existing system.

**1. PROCESS**

All changes to a fire alarm system (excluding maintenance and some repairs, as explained in Section 4) require DSA review. Upon completion of the changed (added, deleted, etc.) appliances, devices or system, that portion of the fire alarm system in the scope of work shall be inspected and subjected to reacceptance testing as outlined in NFPA 72. Upon successful completion of the acceptance or reacceptance inspection and testing, the NFPA 72 Record of Completion form shall be completed by the fire alarm system contractor and a copy of the completed and signed form given to the Architect or Engineer of Record, the Project Inspector, the Owner (School or Community College District) and the Local Fire Authority.

**1.1 Total Fire Alarm System Replacement**

Fire alarm systems in existing buildings that are replaced in their entirety must be compliant with current codes and standards and include extension to any previously unprotected areas. Fire alarm system plans shall be submitted to DSA when the total project cost exceeds the thresholds described in *IR A-22: Construction Projects and Items Exempt from DSA Review*.

**1.2 Partial System Exchange**

It is not required to upgrade an entire building or campus fire alarm system (add in other devices or extend current system) when not totally replacing a system, but the basic submittal package must provide assurance in the form of a letter from the fire alarm design professional certifying that all components and/or devices of the system are compatible. Any new or added components or devices must meet current codes and standards, including California Building Standards Code (CBC) accessibility requirements. The system would not require expansion to all areas in the building(s) or campus. A DSA submittal package would be needed for the portion of the system(s) being changed when the projected dollar amount of the project exceeds the thresholds described in IR A-22.

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## FIRE ALARM SYSTEM CHANGES IN EXISTING BUILDINGS

### 2. DESIGN REQUIREMENTS

All areas undergoing alteration or modernization where the project scope affects the design of existing fire protection and life safety systems shall be required to meet current code requirements with additional devices added to those areas as needed to maintain compliance with adopted standards.

### 3. CHANGE TO SUBMITTED AND DSA APPROVED DOCUMENTS

Where construction plans and documents have been submitted and approved by DSA, but the accepted fire alarm bid package includes a different manufacturer and/or model for the fire alarm control panel (FACP), power extenders, appliances, devices, etc. then the following shall apply:

**3.1** Where the system design has not changed (locations of appliances, routing of wire, extension of circuits, etc.) and the voltage demands of the substituted appliances and devices are the same as or less than those approved, a construction change document (CCD-A) shall be submitted to DSA.

The Architect or Engineer of Record shall provide:

**3.1.1** A letter from the fire alarm system design professional certifying that the design has not significantly changed and the appliances and devices have equal or less voltage draws than those originally submitted, and

**3.1.2** New component/device manufacturer's product data sheets (cut sheets) and associated State Fire Marshal listing sheets for each appliance, device, etc.

**3.2** Where substantial changes are made to the design or the voltage demands of the new manufacturer's equipment are higher than those originally approved, then a "revision" or an "addendum" must be submitted to DSA for review and approval.

### 4. REPAIR AND MAINTENANCE

#### 4.1 Repair

Repair of an existing fire alarm system does not require submittal of plans, specifications or other documents to DSA, except as noted below:

##### 4.1.1 Replacement of all devices and/or notification appliances

If all devices and/or notification appliances are to be replaced, Section 1.1 above would apply.

##### 4.1.2 Replacement of the Fire Alarm Control Panel (FACP) compatible with existing appliances

A replacement FACP from a different manufacturer may be installed if documented as compatible with the existing notification appliances, components and devices. If the replacement FACP is not compatible, then Section 1.1 above would apply since all associated appliances would also need replacement.

#### 4.2 Maintenance

Maintenance of an existing fire alarm system (removal and replacement of one device, appliance or the repair of a shorted wire) does not require submittal of plans to DSA.

### 5. RESOURCES

Several helpful documents have been provided on the DSA website.

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## FIRE ALARM SYSTEM CHANGES IN EXISTING BUILDINGS

### 5.1 Project Submittal Guideline: *GL-2: Fire Alarm & Detection Systems*

### 5.2 DSA Interpretation of Regulations:

- *IR A-6: Construction Change Document Submittal and Approval Process*
- *IR A-18: Use of Construction Documents Prepared by Other Professionals*
- *IR A-22: Construction Projects and Items Exempt from DSA review*

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#### REFERENCES:

2019 California Administrative Code (CAC), Section 4-215  
California Building Code (CBC), Section 907  
California Fire Code (CFC), Section 907  
2016 NFPA Standard 72, as amended

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This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at [www.dgs.ca.gov/dsa/publications](http://www.dgs.ca.gov/dsa/publications) at the time of project application submittal to DSA are considered applicable.



**Southwest Construction Services**

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

Date: 3/28/22

Contractor Information  
SWCS

TRADE CONTRACT CHANGE ORDER: PCO 44  
Project: Modernization at Lakeside Farms Elementary School  
Contract Number :2021-11  
Change Order Amount:       \$ 1656.89

The Contract is changed as follows:

RFI 104 change flush valve toilet to pressure assisted tank type. Cost for plumbing only, time and material tile repair to follow.

Architect of Record:

  
\_\_\_\_\_  
Paul Gallegos

Eric Hall & Associates  
now part of MGT Consulting:

  
\_\_\_\_\_  
Tina Cullors

SWCS

  
\_\_\_\_\_  
Kathleen Strom, PM

LAKESIDE UNION SCHOOL DISTRICT

\_\_\_\_\_  
Lisa Davis, Assistant Superintendent, Business



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

**TITLE:** Girls Restroom 110 Water Closet

**PROJECT:** Lakeside Farms ES Modernization

**TO:** Attn:  
AlphaStudio Design Group  
6152 Innovation Way  
Carlsbad, CA 92009  
Phone:760-431-2444

**REQUEST FOR INFORMATION**

**NO. 104**

**DATE:** 03/17/2022

**JOB:** 21-185

**CONTRACT/PO:** 2021-11

**STARTED:** 03/17/2022

**COMPLETED:**

**REQUIRED:** 03/24/2022

**REQUEST:**

**Scheduling Impact:**  **Monetary Impact:**

In trouble shooting the water closet in the girls restroom 110, the plumber replaced the toilet and serviced the flush valve. There was still not enough pressure from the existing water line to operate the toilet.

Recommended solution: Change out the flush valve toilet with a pressure assisted tank type toilet.

**ANSWER:**

Recommended solution to change flush valve toilet to pressure assisted tank type toilet is acceptable.

Jacob Lizama 3/23/22

**Requested By:** SWCS, Inc.

**Date:** 03/17/2022

**Signed:**

Kathleen Strom





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

**TITLE:** RFI 104 Girls Restroom 110 water closet

**PROJECT:** Lakeside Farms ES Modernization

**TO:**

**PROPOSED CHANGE ORDER**

**NO. 44**

**DATE:** 03/28/2022

**JOB:** 21-185

**CONTRACT/PO:** 2021-11

**SUBMITTED:**

**COMPLETED:**

**REQUIRED:**

**DESCRIPTION**

RFI 104 recommended the flush valve toilet be changed to pressure assisted tank type. This cost is for the plumbing only, there will be time and material costs for the tile repair.

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	RFI 104 Girls restroom 110 toilet costs only		1.000	LS	1,491.35	1,491.35
<b>Item Total:</b>						\$1,491.35
<b>10% OH&amp;P</b>						\$149.14
<b>1% Bond</b>						\$16.40
<b>Total:</b>						\$1,656.89

**APPROVAL**

**By:** Kathleen Strom  
Kathleen Strom

**Date:** 03/28/2022

**By:** [Signature]

**Date:** 03/29/2022

  
**SCOTT MICHAEL INC.**  
PLUMBING & ENGINEERING

CA License No. 668809 DIR No. I000033231 ELBE 14SM1285 SBE 58274

**CHANGE ORDER No. 13**

Change Order for  
Southwest Construction Services  
11653 Riverside Drive Ste 153  
Lakeside, CA 92040

Project:  
Lakeside Farms Elementary School  
Project # 21-185  
11915 Lakeside Ave  
Lakeside, CA 92040

Description of Change:  
Install new tank type toilet in girl's restroom #110. Open wall, install new copper line. Reset toilet after drywall/tile replacement. Drywall/ tile replacement by others.

Equipment:  
B tank acetylene

\$29.39

Material:  
See Express Quote S112583011 Attached

\$309.15

Labor:  
6 Hours Journeyman @ \$112.81 Per  
6 Hours Second Year Apprentice @ \$56.73 Per

\$676.86

\$340.38

Overhead and profit, 10 percent (of \$1,355.78)

\$135.57

**TOTAL:**

**\$1,491.35**

Dated: March 17, 2022



a MORSCO brand

BRANCH: 2009 ESCONDIDO  
 2337 AUTO PARK WAY  
 ESCONDIDO, CA 92029-1220  
 Phone 760-233-3710  
 Fax 760-233-3715



# Quotation

EXPIRATION DATE	QUOTE NUMBER
04/14/2022	S112583011
PLEASE REMIT TO: EXPRESS PIPE & SUPPLY PO BOX 140039 LOS ANGELES, CA 90074-6039 Phone: 760-233-3710	
PAGE NO.	
1 of 1	

QUOTE TO

SHIP TO

SCOTT MICHAEL INC  
 PO BOX 127  
 SAN MARCOS, CA 92069

SCOTT MICHAEL INC SHOP  
 PO BOX 127  
 SAN MARCOS, CA 92069

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
804847	AS TOILET		House/Branch Sales	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Jose De la Cruz	PICK UP		03/15/2022	No
ORDER QTY	PRODUCT ID	DESCRIPTION	UNIT PRICE	EXT PRICE
		Dear Valued Customer: Our commitment to you is to be transparent and consistent at all times. Weather events, the ongoing impact of COVID 19, and increased demand both domestically and internationally have severely impacted raw material suppliers. As a result, we expect continued volatility of pricing and availability, including several suppliers declaring Force Majeure. Due to this, all quotes will be updated to reflect the current price when released for immediate shipment. We will closely monitor the ongoing impacts and will keep you informed.		
1ea	247984	*AMSTD CHAMPION PRO RH EL COMBO L/SEAT WHT PN: 211AA104.020	268.345/ea	268.35
1ea	262400	*DAP KWIK SEAL KITCH N BATH ADH CAULK 5.5 FL OZ WHT PN: 18001	3.440/ea	3.44
1ea	85638	*GEMLINE 1/2 CTS 5/8 OD ESC LOW PN: GL2052PC	0.252/ea	0.25
1ea	78280	*BRSCRFT 1/2 CMP X 3/8CMP ANG VLV PN: SCR19X_C	11.990/ea	11.99
1ea	589782	*BRSCRFT 16 BRAIDED SS TOILET CONNECTOR SS PN: PLS1-16DL F	2.890/ea	2.89

*If we received a copy of the project plans and specifications, then this quotation is based on our interpretation and understanding of the requirements therein. We believe that our quotation does reasonably cover these requirements. However, it is the responsibility of the purchaser to check our quotation, as it is not in any way guaranteed. The responsibility lies with the purchaser to determine the suitability of the material being quoted for the intended use. It is the responsibility of the purchaser to verify quantity, sizes, and descriptions prior to placement of order. This quotation may include special order material not subject to returns or cancellation.*

Subtotal	286.92
S&H Charges	0.00
Amount Due	286.92

**Sales Tax not included**

www.reece.com



BARRIER FREE

# CHAMPION® PRO™ RIGHT HEIGHT® ELONGATED TOILET VITREOUS CHINA

## CHAMPION® PRO™ RIGHT HEIGHT® ELONGATED TOILET

### □ 211AA.104

- Features *Champion® Flushing System*
- Vitreous china
- High Efficiency Toilet (HET), ultra-low consumption (1.28 gpf/4.8 Lpf), utilizes 20% less water
- Meets EPA WaterSense® Criteria
- Trade exclusive tank
- PowerWash® rim scrubs bowl with each flush
- Robust metal trip lever & metal shank fill valve
- Includes EZ-Install tools w/color match bowl caps
- EverClean® Surface included
- 4" piston-action Accelerator™ flush valve
- Fully-glazed 2-3/8" trapway
- 16-1/2" rim height for accessible applications
- 12" (305mm) rough-in
- Generous 9" x 8" water surface area
- Chrome finish trip lever is supplied
- 1,000g MaP Score\*\* at 1.28gpf
- 10 year warranty

□ 211AA.105 Same as above except trip lever on right hand side

□ 3195A.101 Right Height® Elongated Bowl

□ 4225A.104 Tank

### Nominal Dimensions:

768 x 483 x 785mm (30-1/4" x 19" x 30-7/8")

Fixture only, seat and supply sold separately

### Alternative Tank Configurations Available:

- 4225A.154 Tank complete with Aquaguard Liner
- 4225A.164 Tank complete with tank cover locking device
- 4225A.174 Tank complete with Aquaguard Liner and tank cover locking device
- 4225A.105 Tank complete with trip lever located on right side

### Compliance Certifications -

#### Meets or Exceeds the Following Specifications:

- ASME A112.19.2-2008/CSA B45.1-08 for Vitreous China Fixtures
- US EPA WaterSense® Specification for HETs

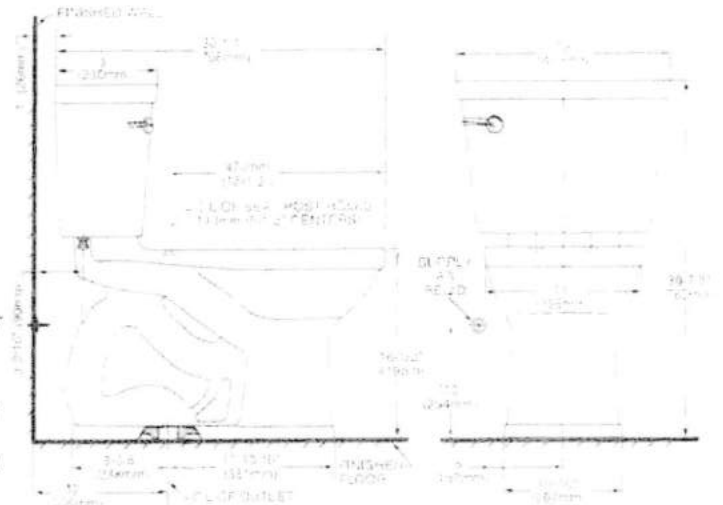
\*\* Maximum Performance (MaP) testing performed by IAPMO R&T Lab. MaP Report conducted by Veritec Consulting, Inc. and Koeller and Company.

#### To Be Specified:

- Color: □ White □ Bone □ Linen □ Black
- Seat: #5325.010 Elongated Champion® Slow Close solid plastic seat and cover
- Supply with stop



MEETS THE AMERICANS WITH DISABILITIES ACT GUIDELINES AND ANSI A117.1 REQUIREMENTS FOR ACCESSIBLE AND USABLE BUILDING FACILITIES-CHECK LOCAL CODES.



#### NOTES:

THIS TOILET IS DESIGNED TO ROUGH-IN AT A MINIMUM DIMENSION OF 305MM (12 1/8) FROM FINISHED WALL TO CIL OF OUTLET.

SUPPLY NOT INCLUDED WITH FIXTURE AND MUST BE ORDERED SEPARATELY.

\* DIMENSION SHOWN FOR LOCATION OF SUPPLY IS SUGGESTED.

IMPORTANT: Dimensions of fixtures are nominal and may vary due to tolerance established by ANSI Standard A112.19.2. These measurements are subject to change or cancellation without responsibility assumed for use of superseded or revised pages.

Champion **PRO**



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

**Agenda Item:**

Interpipe Contracting - Tierra del Sol Gymnasium project, previously approved change orders

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

Original supporting board documentation was approved at the correct dollar amount per change order; however, the board cover sheets reflected an inaccurate total 'new contract amount'.

March 10, 2022 - #4, 5 T\$1,846.86  
Original new contract amount: \$299,354.10  
Corrected new contracted amount: \$307,354.10  
Difference: \$8,000.00

**Fiscal Impact (Cost):**

**Funding Source:**

Bond Fund-Measure L-Series B

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

---

**Originating Department/School:** Business Services

**Submitted/Recommended By:**

  
\_\_\_\_\_  
Lisa Davis, Assistant Superintendent

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member** \_\_\_\_\_

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

**Agenda Item:**

ESR Construction – Tierra Del Sol Middle School new gymnasium construction project, previously approved change orders

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

Original supporting board documentation was approved at the correct dollar amount per change order; however, the board cover sheets reflected an inaccurate total 'new contract amount'.

October 14, 2021 - #2 T-(\$283,227.00)

Original new contract amount: \$2,413,689.00

Corrected new contracted amount: \$2,408,749.00

Difference: -\$4,940

**Fiscal Impact (Cost):**

**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**

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**



**Lisa Davis, Assistant Superintendent**



**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member**

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

**Agenda Item:**

NexGen Building – Lindo Park Elementary School modernization project, previously approved change orders

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

Original supporting board documentation was approved at the correct dollar amount per change order; however, the board cover sheets reflected an inaccurate total 'new contract amount'.

January 13, 2022 - #4 T\$30,867.00  
Original new contract amount: \$2,787,779.00  
Corrected new contracted amount: \$2,789,282  
Difference: \$1,503

February 10, 2022 - #5 T\$919.00  
Original new contract amount: \$2,788,698  
Corrected new contracted amount: \$2,790,201  
Difference: \$1,503

March 10, 2022 - #6R2 T\$17,319.00  
Original new contract amount: \$2,806,017.00  
Corrected new contracted amount: \$2,807,520  
Difference: \$1,503

**Fiscal Impact (Cost):**

**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**

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**



**Lisa Davis, Assistant Superintendent**

**Approved for Submission to the Governing Board:**



**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member** \_\_\_\_\_



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

**Agenda Item:**

SWCS, Inc – Lakeside Farms Elementary School modernization project, previously approved change orders

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

Original supporting board documentation was approved at the correct dollar amount per change order; however, the board cover sheets reflected an inaccurate total 'new contract amount'.

February 10, 2022 - #20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 34 T\$28,004.96

Original new contract amount: \$2,648,813.82

Corrected new contracted amount: \$2,651,385.63

Difference: \$2,571.81

March 10, 2022 - #33R1, 35, 36, 37, 38 T\$20,192.39

Original new contract amount: \$2,668,278.21

Corrected new contracted amount: \$2,671,578.02

Difference: \$3,299.81

**Fiscal Impact (Cost):**

**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**

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

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**Lisa Davis, Assistant Superintendent**



**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member** \_\_\_\_\_

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

**Agenda Item:**

SWCS, Inc - Tierra del Sol Multi-purpose/Kitchen/Classroom modernization project, previously approved change orders

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

Original supporting board documentation was approved at the correct dollar amount per change order; however, the board cover sheets reflected an inaccurate total 'new contract amount'.

October 14, 2021 - #11, 12, 13, 14, 19 T\$31,232.60  
Original new contract amount: \$1,912,255.60  
Corrected new contracted amount: \$1,882,255.60  
Difference: -(\$30,000)

December 16, 2021 - #5R1, 16R1, 21, 22, 23, 24, 25, 26, 27, 29 T\$7,732.75  
Original new contract amount: \$1,882,291.54  
Corrected new contracted amount: \$1,889,988.35  
Difference: \$7,696.81

February 10, 2022 - #20R1, 30, 31R2, 32, 34R1, 35, 36, 37, 38, 39R1, 40, 42, 43 T\$27,438.99  
Original new contract amount: \$1,909,730.53  
Corrected new contracted amount: \$1,917,427.34  
Difference: \$7,696.81

March 10, 2022 - #1, 41, 44 T\$11,197.60  
Original new contract amount: \$1,925,551.13  
Corrected new contracted amount: \$1,928,624.94  
Difference: \$3,073.81

**Fiscal Impact (Cost):**

**Funding Source:**

Bond Fund-Measure L-Series B

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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**Informational**

**Discussion**

**Approval**

**Adoption**

**Denial/Rejection**

**Ratification**

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

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**



**Lisa Davis, Assistant Superintendent**

**Approved for Submission to the Governing Board:**



**Dr. Rhonda Taylor, Superintendent**

**Reviewed by Cabinet Member** \_\_\_\_\_

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** 4/20/22

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**Agenda Item:**

Board Policy 3516.5: Emergency Schedules

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

Adoption: Policy updated to reflect **NEW LAW (AB 130, 2021)** requiring districts applying to the Superintendent of Public Instruction to obtain apportionment credit for days and minutes lost due to emergency closure after September 1, 2021 to certify in an affidavit that the district has a plan for offering independent study within 10 days of school closure to impacted students. Policy also updated to reflect requirement that the plan for independent study address the establishment, within a reasonable time, of independent study master agreements and require the reopening in person once allowable under direction from the city or county health officer.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

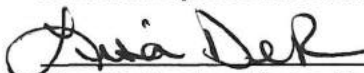
**Recommended Action:**

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

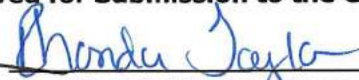
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**Originating Department/School:** Superintendent's Office

**Submitted/Recommended By:**

  
\_\_\_\_\_  
Lisa DeRosier, Executive Assistant

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member:** \_\_\_\_\_

**EMERGENCY SCHEDULES**

In order to provide for the safety of students and staff, the Governing Board authorizes the Superintendent or designee to close a school site, change the regular school day schedule, or take any necessary action when hazardous environmental or weather conditions or other emergencies warrant.

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 4157/4257/4357 - Employee Safety)*  
*(cf. 5142 - Safety)*  
*(cf. 6112 - School Day)*

When an emergency condition causes a school closure, reduction in attendance, or change in schedule pursuant to Education Code 41422 or 46392, thereby preventing the district from complying with the minimum number of instructional days or minutes required by law, the Superintendent or designee shall complete and submit to the Superintendent of Public Instruction (SPI) the necessary forms and/or affidavits for obtaining approval of apportionment credit for the days of the closure, reduction in attendance, or change in schedule. The Superintendent or designee shall submit other relevant district records as may be required.

*(cf. 3580 - District Records)*  
*(cf. 6111 - School Calendar)*

The Superintendent or designee shall establish a system for informing students and parents/guardians when school buses are not operating as scheduled, the school day schedule is changed, or the school is closed. The district's notification system shall include, but is not limited to, notifying local television and radio stations, posting on district web site(s), sending email and text messages, and/or making telephone calls.

*(cf. 1112 - Media Relations)*  
*(cf. 1113 - District and School Web Sites)*  
*(cf. 3542 - School Bus Drivers)*  
*(cf. 3543 - Transportation Safety and Emergencies)*

For school closures due to emergency events occurring after September 1, 2021, the Superintendent or designee shall develop a plan for offering independent study within 10 days of school closure to any student impacted by the emergency condition. The plan shall also address the establishment, within a reasonable time, of independent study master agreements as specified in BP 6158 - Independent Study. The plan shall require reopening in person as soon as possible once allowable under the direction from the city or county health officer. The Superintendent or designee shall certify that the district has a plan for independent study in the affidavit submitted to the SPI pursuant to Education Code 46392. (Education Code 46393)

*(cf. 6158 - Independent Study)*

The Superintendent or designee shall establish a system for informing students and parents/guardians when school buses are not operating as scheduled, the school day schedule is changed, or the school is closed. The district's notification system shall include, but is not

limited to, notifying local television and radio stations, posting on district web site(s), sending email and text messages, and/or making telephone calls.

*(cf. 1112 - Media Relations)*

*(cf. 1113 - District and School Web Sites)*

*(cf. 3542 - School Bus Drivers)*

*(cf. 3543 - Transportation Safety and Emergencies)*

Whenever the school day schedule changes after students have arrived at school, the Superintendent or designee shall ensure that students are supervised in accordance with the procedures specified in the district's emergency and disaster preparedness plan.

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

The Superintendent or designee may provide a means to make up lost instructional time later during the year. Students and parents/guardians shall receive timely notice in advance of any resulting changes in the school calendar or school day schedule.

*Legal Reference:*

EDUCATION CODE

41420 Required length of school term

41422 Schools not maintained for 175 days

46010 Total days of attendance

46100- 46208 Attendance; maximum credit; minimum day

46390 Calculation of ADA in emergency

46391 Lost or destroyed ADA records

46392 Decreased attendance in emergency situation

46393 Certification of plan for independent study

VEHICLE CODE

34501.6 School buses; reduced visibility

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

90-01 Average Daily Attendance Credit During Periods of Emergency, February 10, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Frequently Asked Questions - Form J-13A

WEB SITES

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

# LAKE SIDE UNION SCHOOL DISTRICT

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Governing Board Meeting Date: 4/20/22

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**Agenda Item:**

Board Policy and Administrative Regulation 4157/4257/4357: Employee Safety

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

Adoption: Policy updated to reflect **NEW STATE REGULATION (Register 2020, No. 10)** which requires districts to provide employees with access to the district's injury and illness prevention program, and to add the prohibition against discharging or discriminating against an employee for exercising any right protected by the Occupational Safety and Health Act.

Regulation updated to reflect **NEW STATE REGULATION (Register 2020, No. 10)** which requires that access to the district's injury and illness prevention program be provided to employees by either providing access in a reasonable time, place, and manner or providing unobstructed access through the district's server or web site. Regulation also updated to add material regarding the provision of facilities for quick drenching within the work area for immediate use when there is exposure to injurious corrosive materials. Regulation adds a section on "Protection from Communicable Diseases and Infections" which includes the development of an exposure control plan for bloodborne pathogens and strategies to prevent and mitigate infectious diseases, and a section on "COVID-19 Exposure" reflecting **NEW LAW (AB 685, 2020)** which specifies notifications that must be provided if the district receives notice of potential exposure to COVID-19 or the Division of Occupational Safety and Health (Cal/OSHA) prohibits entry into any district work site that exposes employees to the risk of COVID-19.

**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 |   |

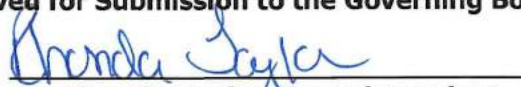
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**Originating Department/School:** Superintendent's Office

**Submitted/Recommended By:**

  
Lisa DeRosier, Executive Assistant

**Approved for Submission to the Governing Board:**

  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member:** \_\_\_\_\_



**All Personnel**

BP 4157

4257

**EMPLOYEE SAFETY**

4357

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

*(cf. 0450 - Comprehensive Safety Plan)*

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

*(cf. 4118 - Suspension/Disciplinary Action)*

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

The Superintendent or designee shall establish and implement a written injury and illness prevention program, and provide employees with access to such program, in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

*(cf. 3514 - Environmental Safety)*

*(cf. 3514.1 - Hazardous Substances)*

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

*(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)*

*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*

*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*

*(cf. 4157.2/4257.2/4357.2 - Ergonomics)*

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

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health

4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

*Legal Reference:*

EDUCATION CODE

32030-32034 Eye safety

32225-32226 Communications devices in classrooms

32280-32289.5 School safety plans

44984 Required rules for industrial accident and illness leave of absence

GOVERNMENT CODE

3543.2 Scope of bargaining

LABOR CODE

132a Workers' compensation; nondiscrimination

3300 Definition of employer

6305 Occupational safety and health standards; special order

6310 Retaliation for filing complaint prohibited

6400-6413.5 Responsibilities and duties of employers and employees, especially:

6401.7 Injury and illness prevention program

CODE OF REGULATIONS, TITLE 8

3203 Injury and illness prevention program

3204 Access to employee exposure and medical records

3400 Medical services and first aid

5095-5100 Control of noise exposure

5193 Bloodborne pathogens

14000-14316 Occupational injury or illness reports and records

CODE OF REGULATIONS, TITLE 17

2508 Reporting of communicable diseases

CODE OF FEDERAL REGULATIONS, TITLE 29

651-678 Occupational safety and health

1910.95 Occupational noise exposure standards

1910.1030 Bloodborne pathogens

*Management Resources:*

DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005

WEB SITES

California Department of Industrial Relations, Occupational Safety and Health:

[http://www.dir.ca.gov/occupational\\_safety.html](http://www.dir.ca.gov/occupational_safety.html)

Centers for Disease Control and Prevention: <http://www.cdc.gov>

National Hearing Conservation Association: <http://www.hearingconservation.org>

National Institute for Occupational Safety and Health: <http://www.cdc.gov/niosh>

U.S. Department of Labor, Occupational Safety and Health Administration: <http://www.osha.gov>

**All Personnel**

AR 4157  
4257  
4357

**EMPLOYEE SAFETY**

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*  
*(cf. 4157.2/4257.2/4357.2 - Ergonomics)*  
*(cf. 4161.11/4361.11 - Industrial Accident/Illness Leave)*

**Injury and Illness Prevention Program**

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but not be limited to:
  - a. Recognition of employees who follow safe and healthful work practices

*(cf. 4156.2/4256.2/4356.2 - Awards and Recognition)*

- b. Training and retraining programs
- c. Disciplinary actions

*(cf. 4118 - Suspension/Disciplinary Action)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

3. A system for communicating with employees, in a form readily understandable by all employees, on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
  - a. Meetings
  - b. Training programs

- c. Posting
  - d. Written communications
  - e. A system of anonymous notification by employees about hazards
  - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
- a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
  - b. Whenever the district is made aware of a new or previously unrecognized hazard

*(cf. 3514 - Environmental Safety)*  
*(cf. 3514.1 - Hazardous Substances)*

5. A procedure for investigating occupational injury or illness.
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided necessary safeguards.

7. Provision of training and instruction as follows:
- a. To all new employees
  - b. To all employees given new job assignments for which training has not previously been received
  - c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represents a new hazard
  - d. Whenever the district is made aware of a new or previously unrecognized hazard
  - e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

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

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee

When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or web site, which allows an employee to review, print, and email the current version of the district's injury and illness prevention program

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

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

### **Hearing Protection**

Whenever employee noise exposure equals or exceeds the standards specified in law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

### **Eye Safety Devices**

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030-32034)

### **First Aid and Medical Services**

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all

injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.

*(cf. 5141.6 - School Health Services)*

3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.

### **Protection from Communicable Diseases and Infections**

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*  
*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as

social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

*(cf. 5141.22 - Infectious Diseases)*

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

### **COVID-19 Exposure**

If the district receives notice of potential exposure to COVID-19, the Superintendent or designee shall, within one business day of the notice, take all of the following actions: (Labor Code 6409.6)

1. Provide a written notice to all employees, and the employers of subcontracted employees, who were on the premises at the same worksite as the qualifying individual within the infectious period that they may have been exposed to COVID-19. The notice shall be provided in a manner normally used to communicate employment-related information, which may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending.
2. Provide a written notice to the exclusive representative, if any, of employees who were on the premises within the infectious period
3. Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding:
  - a. COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation
  - b. Available leave options for exposed employees
  - c. Anti-retaliation and antidiscrimination protections of the employee
4. Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, of the disinfection and safety plan that the district plans to complete in accordance with Centers for Disease Control and Prevention guidelines

The above notifications shall be maintained for a period of at least three years. (Labor Code 6409.6)

If the district is notified of the number of cases that meet the definition of a COVID-19 outbreak, as defined by the California Department of Public Health, within 48 hours, the Superintendent or designee shall, within 48 hours of the notice, notify the local public health agency of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual. The Superintendent or designee shall continue to give notice to the

local health department of any subsequent laboratory-confirmed cases of COVID-19 at the worksite. (Labor Code 6409.6)

In the event that Cal/OSHA prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees, the district shall post a notice thereof provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the place of employment, operation, or process is made safe and the required safeguards or safety appliances or devices are provided. (Labor Code 6325)



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** 4/20/22

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**Agenda Item:**

Board Policy and Administrative Regulation 6164.4: Identification and Evaluation of Individuals for Special Education

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

Adoption: Policy updated to reference the U.S. Department of Education's (USDOE) Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act which reaffirms the obligation to fully implement the Individuals with Disabilities Education Act (IDEA) during the COVID-19 pandemic, including the requirement to meet child find obligations, and encourages districts to reexamine the efficacy of existing child find practices in light of the educational disruptions caused by the COVID-19 pandemic.

Regulation updated to reference USDOE's Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act which recommends that districts undertake new child find activities in light of the educational disruptions caused by the COVID-19 pandemic and emphasizes that students who are experiencing long-term COVID effects be referred for special education evaluation if their symptoms are adversely impacting their ability to participate and learn in the general curriculum. Regulation also updated to provide that the child find process includes the collection and screening of data to determine if students are making adequate progress, to include the district's obligation to ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies, clarify material regarding referrals for initial evaluations, evaluation plans and informed parent/guardian consent, reflect the timeline for the determination of whether the student is eligible for special education and the educational needs of the student and when an Individualized Education Program (IEP) meeting and the development of an IEP occurs, clarify the qualifications of personnel who administer evaluations and reevaluations, add that the normal process of second-language acquisition as well as manifestations of dialect and social linguistic variance not be diagnosed as a disabling condition, and clarify material regarding Independent Educational Evaluations. Regulation also updated to reference M.M. v. Lafayette School District, a Ninth Circuit Court of Appeals decision which held that the district violated IDEA when it failed to provide parents with their child's response to instruction (RTI) data when seeking informed consent for an initial evaluation.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

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**Recommended Action:**

- Informational
- Discussion
- Approval
- Adoption

- Denial
- Ratification
- Review [Click here to enter text.](#)
- Explanation: [Click here to enter text.](#)

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**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:** \_\_\_\_\_

## IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION

The Governing Board recognizes the need to actively seek out and evaluate district residents from birth to age 21 who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

*(cf. 0430 - Comprehensive Local Plan for Special Education)*  
*(cf. 6164.41 - Children with Disabilities Enrolled by Their Parents in Private School)*  
*(cf. 6164.6 - Identification and Education Under Section 504)*

The Superintendent or designee shall establish a comprehensive child find system that includes procedures for the identification, screening, referral, and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the special education and related services provided to such individuals. (Education Code 56301)

The district's identification procedures shall include systematic methods for utilizing referrals from parents/guardians, teachers, agencies, appropriate professionals, and others members of the public, and shall be coordinated with school site procedures for referral of students whose needs cannot be met with modifications to the regular instructional program. (Education Code 56302)

The Superintendent or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning their child. In addition, the Superintendent or designee shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals for special education services. (Education Code 56301)

*(cf. 3541.2 - Transportation for Students with Disabilities)*  
*(cf. 4112.23 - Special Education Staff)*  
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*  
*(cf. 5145.6 - Parental Notifications)*  
*(cf. 6159 - Individualized Education Program)*  
*(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)*  
*(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)*  
*(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)*  
*(cf. 6162.51 - Standardized Testing and Reporting Program)*

### Legal Reference:

#### EDUCATION CODE

44265.5 Professional preparation for teachers of impaired students  
 56000-56885 Special education programs, especially:  
 56043 Timelines affecting special education programs  
 56195.8 Adoption of policies  
 56300-56305 Identification of individuals with disabilities  
 56320-56330 Assessment  
 56333-56338 Eligibility criteria for specific learning disabilities  
 56340-56347 Instructional planning and individualized education program  
 56381 Reassessment of students

56425-56432 *Early education for individuals with disabilities*

56441.11 *Eligibility criteria, children ages 3-5*

56445 *Transition to grade school; reassessment*

56500-56509 *Procedural safeguards*

GOVERNMENT CODE

95000-95029.5 *California Early Intervention Services Act*

CODE OF REGULATIONS, TITLE 5

3021-3029 *Identification, referral and assessment*

3030-3031 *Eligibility criteria*

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act of 1974*

1400-1482 *Individuals with Disabilities Education Act, especially:*

1412 *State eligibility*

1415 *Procedural safeguards*

CODE OF FEDERAL REGULATIONS, TITLE 34

104.35 *Evaluation and placement*

104.36 *Procedural safeguards*

300.1-300.818 *Individuals with Disabilities Education Act, especially:*

300.301-300.306 *Evaluations and reevaluations*

300.323 *When IEPs must be in effect*

300.502 *Independent educational evaluation*

FEDERAL REGISTER

*Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845*

COURT DECISIONS

*Timothy O. v. Paso Robles Unified School District (9th Cir. 2016) 822 F.3d 1105*

*M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842*

*Compton Unified School District v. Addison, (9th Cir. 2010) 598 F.3d 1181*

*N.B. and C.B. v. Hellgate Elementary School District (9th Cir. 2008) 541 F.3d 1202*

*Hood v. Encinitas Union School District, (2007) 486 F.3d 1099*

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*California Practitioners' Guide for Educating English Learners with Disabilities, 2019*

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021*

*Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021*

*A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011*

WEB SITES

*California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>*

*U.S. Department of Education, Office of Special Education Programs:*

*<http://www.ed.gov/about/offices/list/osep>*

Policy  
adopted: September 17, 2012  
revised: April 20, 2022

**LAKESIDE UNION SCHOOL DISTRICT**  
Lakeside, California

**IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION**

**Referrals for Special Education Services**

The Superintendent or designee shall ensure that the district's child find process includes the collection of data and, at reasonable intervals, the screening of such data to determine if students are making adequate progress, as appropriate.

A student shall be referred for special education instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303)

However, the district shall ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

*(cf. 6120 - Response to Instruction and Intervention)*  
*(cf. 6164.5 - Student Success Teams)*

A parent/guardian or the district may initiate a request for an initial evaluation to determine if the student is a student with a disability. (34 CFR 300.301)

When a verbal referral is made, staff shall offer assistance to the individual to make the request in writing and shall assist the individual if the individual requests such assistance. (5 CCR 3021)

All referrals from school staff for an initial evaluation shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student-and, when appropriate, the results of intervention. This documentation shall not delay the timelines for completing the assessment plan or assessment. (5 CCR 3021)

**Initial Evaluation for Special Education Services**

Before the initial provision of special education and related services to a student with a disability, the district shall conduct a full and individual initial evaluation of the student. (Education Code 56320; 34 CFR 300.301)

Upon receipt of a referral of any student for special education and related services, a proposed evaluation plan shall be developed within 15 calendar days, not counting days between the student's regular school sessions or terms or calendar days of school vacation in excess of five school days, unless the parent/guardian agrees, in writing, to an extension. If the referral is made within 10 days or less prior to the end of the student's regular school year or term, the proposed evaluation plan shall be developed within 10 days after the beginning of the next regular school year or term. (Education Code 56043, 56321)

The proposed evaluation plan shall meet all of the following requirements: (Education Code 56321)

1. Be in a language easily understood by the general public
2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible
3. Explain the types of evaluation to be conducted
4. State that no individualized education program (IEP) will result from the evaluation without parent/guardian consent

*(cf. 6159 - Individualized Education Program)*

A copy of the notice of a parent/guardian's rights and procedural safeguards shall be attached to the evaluation plan. (Education Code 56321)

The proposed written evaluation plan shall include a description of recent assessments conducted, including available independent assessments and assessment information requested by the parent/guardian to be considered, as well as information indicating the student's primary language and the student's primary language proficiency as determined by Education Code section 52164.1. (5 CCR 3022)

Before conducting an initial evaluation, the district shall provide the parent/guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the evaluation plan, the parent/guardian shall receive written notice that includes all of the following information: (Education Code 56329; 34 CFR 300.304, 300.502, 300.504)

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or his/her representative shall be scheduled pursuant to Education Code 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities, as defined in Education Code 56026, and shall discuss the evaluation, the educational recommendations, and the reasons for the recommendations.
2. When making a determination of eligibility for special education, the district shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency, if the student does not otherwise meet the eligibility criteria under 34 CFR 300.8.
3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.
4. If the parent/guardian disagrees with an evaluation obtained by the district, he/she has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists, in accordance with 34 CFR 300.502. The

parent/guardian is entitled to only one such evaluation at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of the student, an equivalent opportunity shall apply to the IEE. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting, if any, regardless of whether the IEE is initiated before or after the filing of a due process hearing proceeding.

5. The district may initiate a due process hearing pursuant to Education Code 56500-56508 to show that its evaluation is appropriate. If the final decision resulting from the due process hearing is that the evaluation is appropriate, the parent/guardian maintains the right for an IEE, but not at public expense.

If the parent/guardian obtains an IEE at private expense, the results of the IEE shall be considered by the district with respect to the provision of a free appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student. If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an IEE of the student in the student's current educational placement and setting and in any educational placement and setting proposed by the district, regardless of whether the IEE is initiated before or after the filing of a due process hearing.

6. If the parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by his/her parent/guardian, the student in that proposed placement. Any such observation shall only be of the student who is the subject of the observation and shall not include the observation or evaluation of any other student in the proposed placement unless that other student's parent/guardian consents to the observation or evaluation. The results of any observation or evaluation of another student in violation of Education Code 56329(d) shall be inadmissible in any due process or judicial proceeding regarding FAPE of that other student.

*(cf. 5145.6 - Parental Notifications)*

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

*(cf. 6164.41 - Children with Disabilities Enrolled by their Parents in Private School)*

### **Parent/Guardian Consent for Evaluations**

Upon receiving the proposed evaluation plan, the parent/guardian shall have at least 15 days to decide whether or not to consent to the initial evaluation. The district shall not interpret parent/guardian consent for initial evaluation as consent for initial placement or initial provision of special education services. (Education Code 56321; 34 CFR 300.300)

*Informed parental consent* means that the parent/guardian: (Education Code 56021.1; 34 CFR 300.9)

1. Has been fully informed, in his/her native language or other mode of communication, of all information relevant to the activity for which consent is sought
2. Understands and agrees, in writing, to the carrying out of the activity for which his/her consent is sought and the consent describes that activity and lists the records (if any) that will be released and to whom
3. Understands that the granting of consent is voluntary on his/her part and may be revoked at any time
4. Understands that if he/she revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked). The district is not required to amend the education records of a student to remove any reference to the student's receipt of special education and services if the student's parent/guardian submits a written revocation of consent after the initial provision of special education and related services to the student.

The district shall make reasonable efforts to obtain the informed consent of the parent/guardian for an initial evaluation or reevaluation of a student. (Education Code 56321; 34 CFR 300.300, 300.322)

The district shall maintain a record of its attempts to obtain consent, which may include:

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

If a parent/guardian refuses to consent to the initial evaluation or fails to respond to a request to provide consent, the district may, but is not required to, pursue an evaluation by utilizing the procedural safeguards, including the mediation and due process procedures pursuant to 20 USC 1415 and 34 CFR 300.506-300.516. (Education Code 56321; 34 CFR 300.300)

For a student who is a ward of the state and not residing with the student's parent/guardian, the district shall make reasonable efforts to obtain the informed consent from the parent of the student for an initial evaluation to determine whether the student is a student with a disability. The district may conduct an initial evaluation without obtaining informed consent if any of the following situations exists: (Education Code 56321.1; 20 USC 1414; 34 CFR 300.300)

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent/guardian of the student.
2. The rights of the parent/guardian of the student have been terminated in accordance with state law.
3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student.



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

The district need not obtain parent/guardian consent before reviewing existing data as part of an evaluation or reevaluation, or before administering a test or other evaluation that is administered to all students, unless consent is required from the parents/guardians of all students. (Education Code 56321; 34 CFR 300.300)

### **Conduct of the Evaluation**

Within 60 calendar days of receiving parental consent for the initial assessment of a student, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five schooldays, a determination whether the student is eligible for special education and the educational needs of the student shall be made, an IEP team meeting shall occur, and an IEP shall be developed, unless the parent/guardian agrees in writing to an extension, pursuant to Education Code 56344. If the 60-day time is interrupted by a student school vacation, the 60-day time shall recommence on the date that student schooldays reconvene and a meeting to develop an IEP for the student shall be conducted within 30 days of a determination that the student needs special education and related services. (Education Code 56043, 56344)

However, when a referral has been made for a student 30 days or less prior to the end of the regular school year, an IEP required as a result of an assessment of the student shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56043, 56344; 34 CFR 300.301, 300.323)

The evaluation shall be conducted by qualified personnel who are competent to perform the assessment as determined by the district. (Education Code 56320, 56322)

In addition, evaluations and reevaluations shall be administered by qualified personnel who are competent in the oral or sign language skills and written skills of the student's primary language or mode of communication and have a knowledge and understanding of the cultural and ethnic background of the student. If it is clearly not feasible to do so, an interpreter shall be used, and the assessment report shall document this condition and note that the validity of the assessment may have been affected. The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance shall not be diagnosed as a disabling condition. (5 CCR 3023)

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. (Education Code 56321; 20 USC 1414; 34 CFR 300.302)

In conducting the evaluation, the district shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student. The district shall also use any information provided by the parent/guardian that may assist the district in making the determination as to whether the student is a student with a disability and, if so, the necessary components of his/her IEP when the IEP is developed, including information related to enabling the student to be involved in and to progress in the general education curriculum. (34 CFR 300.304)

The district's evaluation shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability and for determining the appropriate educational program for the student. The assessment shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors. (34 CFR 300.304)

The district shall also ensure that assessments and other evaluation materials provide relevant information that assists in determining the student's educational needs and are: (Education Code 56320; 34 CFR 300.304)

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis
2. Provided and administered in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer
3. Used for the purposes for which the assessments or measures are valid and reliable
4. Administered by trained and knowledgeable personnel except that individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist
5. Administered in accordance with any instructions provided by the producer of the assessments
6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient
7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to best ensure that the results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health and development, vision (including low vision), hearing, motor abilities, language function, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status. When appropriate, a developmental history shall be obtained. For students with residual vision, a low vision assessment shall be provided in accordance with guidelines established pursuant to Education Code 56136. The district shall ensure that the evaluation is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified. (Education Code 56320; 34 CFR 300.304)

As part of the initial evaluation and any reevaluation, the IEP team and other qualified professionals shall, if appropriate, review existing evaluation data on the student, including evaluations and information provided by the parents/guardians, current classroom-based local or state assessments and classroom-based observations, and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine: (Education Code 56381; 34 CFR 300.305)

1. Whether the student is a student with a disability, or in the case of a reevaluation, whether the student continues to have a disability, and the educational needs of the student
2. The present levels of academic achievement and related developmental needs of the student
3. Whether the student needs, or continues to need, special education and related services
4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in his/her IEP and to participate, as appropriate, in the general education curriculum

If a student has transferred from another district in the same school year or leaves this district, the district shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full evaluations. (34 CFR 300.304)

### **Evaluation Report**

The personnel who evaluate the student shall prepare a written report of the results of each evaluation. The report shall include, but not be limited to, the following: (Education Code 56327)

1. Whether the student may need special education and related services
2. The basis for making the determination
3. The relevant behavior noted during the observation of the student in an appropriate setting
4. The relationship of that behavior to the student's academic and social functioning
5. The educationally relevant health, developmental, and medical findings, if any
6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services
7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate

8. The need for specialized services, materials, and equipment for students with low incidence disabilities, consistent with Education Code 56136

### **Eligibility Determination**

Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parent/guardian shall determine whether the student is a student with a disability as defined in 5 CCR 3030 and 34 CFR 300.8 and, if so, his/her educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)

When making a determination of eligibility for special education and related services, the district shall not determine that a student is disabled if the primary factor for such determination is a lack of appropriate instruction in reading, including the essential components of reading instruction pursuant to 20 USC 6368, lack of instruction in mathematics, limited English proficiency, or that the student does not otherwise meet the eligibility criteria. (Education Code 56329; 34 CFR 300.306)

The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance, shall not be diagnosed as a disabling condition. (5 CCR 3023)

### **Independent Educational Evaluation**

*An independent educational evaluation* is defined as an evaluation conducted by a qualified examiner who is not employed by the district. (34 CFR 300.502)

*Public expense* means that the district either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. (34 CFR 300.502)

The parents/guardians of a student with a disability have the right to obtain an IEE at public expense under the same criteria, including the location of the evaluation and the qualifications of the examiner, that the district uses for a district-initiated evaluation. (34 CFR 300.502)

The parent/guardian is entitled to only one IEE at public expense each time the district conducts an evaluation with which the parent/guardian disagrees. (Education Code 56329; 34 CFR 300.502)

If a parent/guardian has requested an IEE, the district may ask for the reason that the parent/guardian objects to the district's evaluation. However, the parent/guardian is not required to provide an explanation and the district may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation. (34 CFR 300.502)

Upon receiving the request for an IEE, the district shall, without unnecessary delay, either: (34 CFR 300.502)

1. File a due process complaint to request a hearing to show that its evaluation is appropriate
2. Ensure that an IEE is provided at public expense, unless the district demonstrates at a hearing that the evaluation obtained by the parent/guardian did not satisfy the district's criteria

If a due process hearing decision determines that the district's evaluation is appropriate, then the parent/guardian may obtain an IEE but not at public expense. (Education Code 56329; 34 CFR 300.502)

In any decision made with respect to providing FAPE to a student with a disability, the result of any IEE obtained by the student's parent/guardian shall be considered by the district if it meets district criteria. Any such result also may be presented as evidence at a hearing on a due process complaint. (Education Code 56329; 34 CFR 300.502)

### **Reevaluation**

A reevaluation shall be conducted when the district determines that the educational or related service needs of the student, including improved academic achievement and functional performance, warrant a reevaluation or if the student's parent/guardian or teacher requests reevaluation. Such reevaluations shall occur every three years, unless the parent/guardian and district agree in writing that a reevaluation is unnecessary. A reevaluation may not occur more than once a year, unless the parent/guardian and the district agree otherwise. (Education Code 56043, 56381; 34 CFR 300.303)

The district shall ensure that any reevaluations of the student are conducted in accordance with the evaluation procedures pursuant to 34 CFR 300.304-300.311. (34 CFR 300.303)

Before entering kindergarten or first grade, as the case may be, children with disabilities who are in a preschool program shall be reevaluated to determine if they still need special education and services. IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs. (Education Code 56445)

*(cf. 5148.3 - Preschool/Early Childhood Education)*

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** 4/20/22

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**Agenda Item:**

Board Policy and Administrative Regulation 6164.41: Children with Disabilities Enrolled by Their Parents in Private School

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

Adoption: Policy updated to reorganize and clarify material. Regulation updated to reference USDOE's Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act which recommends best practices for keeping parents/guardians, teachers, and private school officials informed of the child find process, enhance the section regarding consultation with private school representatives, and reference USDOE's Questions and Answers on Serving Children with Disabilities Placed by their Parents in Private School which emphasizes that districts may not require a private school to implement a RTI process before evaluating parentally-placed private school children. Regulation also updated to add that evaluation of all identified parentally-placed private school children with disabilities be conducted as specified in BP/AR - Identification and Evaluation of Individuals for Special Education including obtaining parent/guardian consent, that the district is required to make a free appropriate public education available to a child residing in the district who is eligible for an IEP, and to clarify material regarding the qualification requirements of private elementary and secondary school teachers providing equitable services to parentally-placed private school children.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

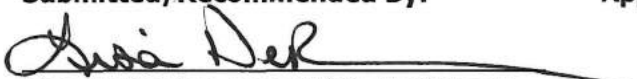
**Recommended Action:**

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

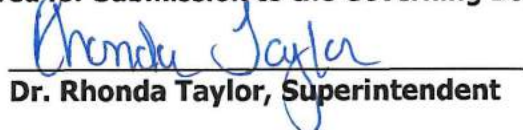
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**Originating Department/School:** Superintendent's Office

**Submitted/Recommended By:**

  
Lisa DeRosier, Executive Assistant

**Approved for Submission to the Governing Board:**

  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member:** \_\_\_\_\_

**CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL**

The Governing Board recognizes its obligations under state and federal to locate, identify, evaluate, and provide equitable services to children voluntarily enrolled by their parents/guardians in private schools located within the district.

*(cf. 0430 - Comprehensive Local Plan for Special Education)*

The Superintendent or designee shall ensure that activities to locate, identify, and evaluate children with disabilities enrolled by their parents/guardians in private schools within the district are comparable to activities undertaken for individuals with disabilities aged three to 22 in public schools within the district. (Education Code 56171; 34 CFR 300.131)

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

The Superintendent or designee shall develop a budget for the provision of services to children with disabilities enrolled by their parents/guardians in private school based on the proportionate share of federal funds received and the number of eligible children, including the possibility of mid-year enrollees, and the types of services to be provided.

*Legal Reference:*

EDUCATION CODE

56000 *Education for individuals with exceptional needs*

56020-56035 *Definitions*

56170-56177 *Children in private schools*

56195.8 *Adoption of policies for programs and services*

56300-56385 *Identification and referral, assessment*

56500-56509 *Procedural safeguards, including due process rights*

56600-56606 *Evaluation, audits and information*

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act*

1400-1482 *Individuals with Disabilities Education Act, especially:*

1412 *State eligibility*

UNITED STATES CODE, TITLE 29

794 *Section 504 of the Rehabilitation Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.818 *Assistance to states for the education of students with disabilities, especially:*

300.130-~~300.140~~ 300.144 *Children with disabilities enrolled by their parents in private schools*

FEDERAL REGISTER

*Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845*

COURT DECISIONS

*Agostini v. Felton, (1997) 521 U.S. 203*

*Management Resources:*

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021*

*Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021*

*A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011*  
*Questions and Answers on Serving Children with Disabilities Placed by Their Parents in Private Schools, April 2011*

**WEB SITES**

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education and Rehabilitative Services:  
<http://www.ed.gov/about/offices/list/osers>

Policy  
adopted: September 17, 2012  
revised: April 20, 2022

**LAKESIDE UNION SCHOOL DISTRICT**  
Lakeside, California



**CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL**

**Definitions**

*Parentally-placed private school children with disabilities* means children with disabilities who are voluntarily enrolled by their parents/guardians in a private school or facility within district boundaries, including children who are attending a private school or facility within district boundaries but who reside in another district or state. (34 CFR 300.131)

*Private school or facility* means a private full-time day school, including a religious school, located within district boundaries, that has filed an affidavit with the California Department of Education pursuant to Education Code 33190 and is registered in the California Private School Directory.

**Consultation with Private School Representatives**

The Superintendent or designee shall consult with all private school representatives and representatives of parents/guardians of parentally-placed private school children with disabilities during the design and development of equitable services for the children. In order to ensure a meaningful and timely consultation, the consultation shall include: (Education Code 56301; 20 USC 1412(a)(10)(A)(iii); 34 CFR 300.134)

1. The child find process and how parentally-placed private school children suspected of having a disability can participate equitably
2. The manner in which parents/guardians, teachers, and private school officials will be informed of the child find process
3. The determination of the proportionate share of federal funds available to serve parentally-placed private school children with disabilities and how this share is calculated
4. How the consultation process among district staff, private school officials, and representatives of parents of parentally-placed private school children with disabilities will operate throughout the school year to ensure that identified children can meaningfully participate in equitable services
5. The provision of equitable special education and related services including how, when, and by whom such services will be provided including a discussion about the types of services, alternate service delivery mechanisms, how services will be apportioned if funds are insufficient to serve all of the identified children, and how and when those decisions will be made

6. In the event that the district and private school disagree on the provision of or the types of services, how the district will provide the private school officials with a written explanation of the reasons that the district chose to not provide the services

When meaningful and timely consultation has occurred, the district shall obtain a written affirmation signed by the representatives of participating private schools. If the private school representatives do not provide the affirmation within a reasonable period of time, the district shall forward documentation of the consultation process to the California Department of Education. (Education Code 56172; 20 USC 1412; 34 CFR 300.135)

After the consultation has occurred, the district shall ensure an annual count of the number of parentally-placed children with disabilities attending private schools located within the district. This count shall be conducted between October 1 and December 1 each year and shall be used to determine the amount the district must spend on providing equitable services to the children in the subsequent fiscal year. (34 CFR 300.133)

### **Provision of Services**

A child with a disability parentally-placed in a private school has no individual right to receive some or all of the special education and related services that would have been received if enrolled in public school. Such a child may receive a different amount of services than students with disabilities in public schools. (34 CFR 300.137, 300.138)

The district shall evaluate all identified parentally-placed private school children with disabilities for purposes of considering them for equitable services. This evaluation shall be conducted in accordance with the timelines and procedures for evaluating public school students with disabilities pursuant to 34 CFR 300.300-300.311 and as specified in BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education, including obtaining parent/guardian consent and providing the parent/guardian with a copy of the procedural safeguards notice. (34 CFR 300.131, 300.504)

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

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

If the child resides in the district and is eligible for an individualized education program (IEP), the district shall make a free appropriate public education (FAPE) available to the child. However, the district is not required to develop an IEP if the parent/guardian makes clear the intention to keep the child enrolled in private school. In such situations, the district shall obtain written certification confirming the parent/guardian's intention to keep the child enrolled in private school, including the fact that the parent/guardian is not interested in the development of an IEP or the district's offer of FAPE. If the parent/guardian does not provide confirmation in writing, the district shall obtain oral confirmation of the parent/guardian's intention and confirm the conversation in writing.

If the child resides in a different district, then this district and the district of residence shall work together to ensure that the parent/guardian receives an offer of FAPE in accordance with law.

The district shall develop and implement for each identified child with a disability enrolled by their parents/guardians in a private school within the district's boundaries an individual services plan (ISP) that describes the equitable services that the district will provide, as determined by the district after the consultation process with private school representatives. (34 CFR 300.138)

The ISP shall be developed, reviewed, and revised consistent with 20 USC 1414. A representative of the private school shall be invited to attend each ISP team meeting. If the representative cannot attend the meeting, the district shall use other methods to ensure the representative's participation, including individual or conference calls. (34 CFR 300.137, 300.138)

*(cf. 6159 - Individualized Education Program)*

The district may provide services on the private school premises, including a religious school, to the extent consistent with law. The services shall be provided by personnel meeting the same standards as personnel providing services in the public school except that private elementary school and secondary school teachers who are providing equitable services to parentally-placed private school children with disabilities do not have to meet the special education teacher qualification requirements specified in 34 CFR 300.156. The personnel shall either be district employees or contractors of the district. (34 CFR 300.138, 300.139)

The district shall offer transportation to the child if services are provided on a site other than the child's school and the ISP team determines that transportation is necessary for the child to benefit from or participate in the services provided in the ISP. Depending on the timing of the services, the district shall provide transportation from the child's school or home to the service site and from the service site to the child's school or home. (34 CFR 300.139)

The district may place equipment and supplies in a private school for the period of time necessary to provide the services pursuant to the ISP. All such equipment shall remain the property of the district and must be able to be removed without remodeling or causing damage to the private school. The district shall remove the equipment when no longer required by the child, when the child no longer attends the private school, or when removal is necessary to prevent unauthorized use. (34 CFR 300.144)

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** 4/20/22

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**Agenda Item:**

Board Policy and Administrative Regulations 4131: Staff Development

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

First Reading: Policy updated to incorporate concepts of student well-being and social-emotional development and learning as it relates to professional development, to clarify that the development of the staff development program includes creating, reviewing and amending the program, to reflect the State Board of Education's California Digital Learning Integration and Standards Guidance regarding staff development in the use of technologies, to reference **NEW LAW (AB 130, 2021)** regarding requirements for districts offering technology-based instruction pursuant to an independent study program, and to expand the list of characteristics that are included in diverse student populations as related to staff development in meeting the needs of such students. Policy also updated to enhance staff development regarding school climate to include acceptance, civility, and positive behavioral interventions and supports, and staff development regarding student's mental and physical health to include social-emotional learning and trauma-informed practices.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Recommended Action:**

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

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**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:** \_\_\_\_\_

## STAFF DEVELOPMENT

The Governing Board believes that, in order to maximize student learning, ~~and~~ achievement, **and well-being**, certificated staff members must be continuously learning and improving **relevant their** skills. The Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers to enhance their instructional and classroom management skills, ~~and~~ become informed about changes in pedagogy and subject matter, **and strengthen practices related to social-emotional development and learning.**

*(cf. 6111 - School Calendar)*

**The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, when creating, reviewing, and amending the district's staff development program. The Superintendent or designee shall ensure that the district's staff development program is aligned with district priorities for student learning, achievement and well-being, school improvement objectives, the local control and accountability plan, and other district and school plans.**

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 0420 - School Plans/Site Councils)*

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

The district's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

1. Mastery of discipline-based knowledge, including academic content in the core curriculum and academic standards

*(cf. 6011 - Academic Standards)*

*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)*

*(cf. 6142.2 - World Language Instruction)*

*(cf. 6142.3 - Civic Education)*

*(cf. 6142.5 - Environmental Education)*

*(cf. 6142.6 - Visual and Performing Arts Education)*

*(cf. 6142.7 - Physical Education and Activity)*

*(cf. 6142.8 - Comprehensive Health Education)*

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6142.93 - Science Instruction)*

*(cf. 6142.94 - History-Social Science Instruction)*

2. Use of effective, subject-specific teaching methods, strategies, and skills
3. Use of technologies to enhance instruction **and learning, including face-to-face, remote, or hybrid instruction**

**STAFF DEVELOPMENT** (continued)

*(cf. 0440 - District Technology Plan)*  
*(cf. 4040 - Employee Use of Technology)*  
*(cf. 4113.5/4213.5/4313.5 - Working Remotely)*  
*(cf. 6158 - Independent Study)*  
*(cf. 6163.4 - Student Use of Technology)*

4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students **with characteristics specified in Education Code 200 and/or 220, Government Code 11135, and/or Penal Code 422.55** of various racial and ethnic groups, students with disabilities, English language learners, economically disadvantaged students, gifted and talented students, and at-risk students

*(cf. 0410 - Nondiscrimination/Harassment)*  
*(cf. 0415 - Equity)*  
*(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)*  
*(cf. 4112.23 - Special Education Staff)*  
*(cf. 5147 - Dropout Prevention)*  
~~*(cf. 5149 - At Risk Students)*~~  
*(cf. 6141.5 - Advanced Placement)*  
*(cf. 6171 - Title I Programs)*  
*(cf. 6172 - Gifted and Talented Student Program)*  
*(cf. 6173 - Education for Homeless Children)*  
*(cf. 6173.1 - Education for Foster Youth)*  
*(cf. 6174 - Education for English Language Learners)*  
*(cf. 6175 - Migrant Education Program)*

5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning

*(cf. 6178 - Career Technical Education)*

6. Knowledge of strategies that enable parents/guardians to participate fully and effectively in their children's education

*(cf. 1240 - Volunteer Assistance)*  
*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 6020 - Parent Involvement)*

7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, **acceptance**, and **discipline civility**, including conflict resolution, and **intolerance**—and hatred prevention, **and positive behavioral interventions and supports**

*(cf. 1313 - Civility)*  
*(cf. 5131 - Conduct)*  
*(cf. 5131.2 - Bullying)*  
*(cf. 5137 - Positive School Climate)*  
*(cf. 5138 - Conflict Resolution/Peer Mediation)*

**STAFF DEVELOPMENT** (continued)*(cf. 5144 – Discipline)**(cf. 5145.9 - Hate-Motivated Behavior)*

8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn
9. Ability to interpret and use data and assessment results to guide instruction

*(cf. 5121 - Grades/Evaluation of Student Achievement)**(cf. 6162.5 - Student Assessment)*

10. Knowledge of topics related to student **mental and physical** health, safety, and welfare, **which may include social-emotional learning and trauma-informed practices**

*(cf. 0450 - Comprehensive Safety Plan)*~~*(cf. 3515.5 – Sex Offender Notification)*~~*(cf. 5030 - Student Wellness)**(cf. 5131.6 - Alcohol and Other Drugs)**(cf. 5131.63 - Steroids)**(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)****(cf. 5141.22 - Infectious Diseases)****(cf. 5141.4 - Child Abuse Prevention and Reporting)****(cf. 5141.5 - Mental Health)****(cf. 5141.52 - Suicide Prevention)**(cf. 5145.3 - Nondiscrimination/Harassment)**(cf. 5145.7 - Sexual Harassment)****(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)***

11. Knowledge of topics related to employee health, safety, and security

*(cf. 3514.1 - Hazardous Substances)**(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)**(cf. 4119.12 - Title IX Sexual Harassment Complaint Procedures)**(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)**(cf. 4119.42/4219.42/4319.42- Exposure Control Plan for Bloodborne Pathogens)**(cf. 4119.43/4219.43/4319.43 - Universal Precautions)**(cf. 4157/4257/4357 - Employee Safety)**(cf. 4158/4258/4358 - Employee Security)*

The Superintendent or designee ~~may~~ **shall**, in conjunction with ~~individual~~ teachers, ~~and~~ interns, **and administrators, as appropriate**, develop an individualized program of professional growth ~~which contributes to increase~~ competence, performance, and effectiveness in teaching and classroom assignments and, as necessary, assists them in meeting state or federal requirements to be fully qualified for their positions.

*(cf. 4112.2 - Certification)**(cf. 4112.21 - Interns)*~~*(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act)*~~*(cf. 4131.1 - Beginning Teacher Support/Induction)*~~*(cf. 4138 – Mentor Teachers)*~~

**STAFF DEVELOPMENT** (continued)

**Professional learning opportunities offered by the district shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other teachers, and support instruction and student learning. Learning activities may include, but are not limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data. (Education Code 44277)**

The district's staff evaluation process may be used to recommend additional **individualized** staff development for individual employees.

*(cf. 4115 - Evaluation/Supervision)*  
~~*(cf. 4139 - Peer Assistance and Review)*~~

~~The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district priorities for student achievement, school improvement objectives, and school plans.~~

~~*(cf. 0000 - Vision)*~~  
~~*(cf. 0200 - Goals for the School District)*~~  
~~*(cf. 0420 - School Plans/Site Councils)*~~  
~~*(cf. 0420.1 - School Based Program Coordination)*~~  
~~*(cf. 0520.2 - Title I Program Improvement Schools)*~~  
~~*(cf. 0520.3 - Title I Program Improvement Districts)*~~  
~~*(cf. 0520.4 - Quality Education Investment Schools)*~~

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

*(cf. 3100 - Budget)*  
~~*(cf. 3350 - Travel Expenses)*~~

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the

Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement **and well-being**.

*(cf. 0500 - Accountability)*



**STAFF DEVELOPMENT (continued)***Legal Reference:*EDUCATION CODE**200 Educational equity****218 Lesbian, gay, bisexual, transgender, queer, and questioning student resources****220 Prohibition of discrimination**~~41520-41522 Teacher Credentialing Block Grant, including beginning teacher support~~~~41530-41533 Professional Development Block Grant~~

44032 Travel expense payment

44259.5 Standards for teacher preparation

44277 Professional growth programs for individual teachers

~~44279.1-44279.7 Beginning Teacher Support and Assessment Program~~

44325-44328 District interns

44450-44468 University internship program

~~44560-44562 Certificated Staff Mentoring Program~~~~44570-44578 Inservice training, secondary education~~~~44580-44591 Inservice training, elementary teachers~~~~44630-44643 Professional Development and Program Improvement Act of 1968~~~~44700-44705 Classroom teacher instructional improvement program~~~~44735 Teaching as a Priority Block Grant; teacher recruitment and retention in high-priority schools~~**44830.3 District interns**

45028 Salary schedule and exceptions

48980 Notification of parents/guardians: schedule of minimum days

**51745-51749.6 Independent study**~~52055.600-52055.662 High Priority Schools Grant Program~~**52060-52077 Local control and accountability plan**

56240-56245 Staff development; service to persons with disabilities

99200-**99204** ~~99206~~ Subject matter projects~~99220-99227 California Professional Development Institutes~~~~99230-99242 Mathematics and Reading Professional Development Program~~~~REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS~~~~44579-44579.6 Instructional Time and Staff Development Reform Program~~GOVERNMENT CODE

3543.2 Scope of representation of employee organization

**11135 Discrimination**PENAL CODE**422.55 Hate crime**CODE OF REGULATIONS, TITLE 5~~11980-11985.6 Mathematics and Reading Professional Development Program~~

13025-13044 Professional development and program improvement

**80021 Short-term staff permit****80021.1 Provisional internship permit****80023-80026.6 Emergency permits**UNITED STATES CODE, TITLE 20~~6319 Highly qualified teachers~~**1681-1688 Discrimination based on sex or blindness, Title IX**~~6601-6692 6702 Preparing, Training, and Recruiting High Quality Teachers and Principals~~UNITED STATES CODE TITLE 29**794 Rehabilitation Act of 1973, Section 504**UNITED STATES CODE TITLE 42**2000d-2000d-7 Title VI, Civil Rights Act of 1964****12101-12213 Americans with Disabilities Act**

**STAFF DEVELOPMENT (continued)**

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order Dec. No. 804, 14 PERC P21, 085

Management Resources:

CSBA PUBLICATIONS

Governing to the Core: Professional Development for Common Core, Governance Brief, May 2013

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

State Board of Education Guidelines and Criteria for Approval of Training Providers, March 2008

California Digital Learning Integration and Standards Guidance, June 2021

Social and Emotional Learning in California, A Guide to Resources, October 2018

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession (CSTP), 1997-2009

WEB SITES

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

**California Department of Education, Professional Learning:** <http://www.cde.ca.gov/pd>

**Beginning Teacher Support and Assessment:** <http://www.btsa.ca.gov>

**California Department of Education, Supporting LGBTQ+ Students:**

<https://www.cde.ca.gov/pd/ee/supportlgbtq.asp>

**California Subject Matter Projects:** <http://csmj.ucop.edu>

**Collaborative for Academic, Social, and Emotional Learning:** <https://casel.org>

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

**Public Employment Relations Board:** <https://perb.ca.gov>

**STAFF DEVELOPMENT****Approved Activities**

The Superintendent or designee shall ensure that certificated staff members have opportunities to learn both from outside sources and from each other. These opportunities may include, but are not limited to:

1. Visits to other classrooms and other schools to observe and analyze teaching
2. Attendance at professional education conferences or committee meetings
3. Classes/workshops offered by the district, county office of education, state projects, private organizations, or other appropriate agencies
4. Courses in regionally accredited institutions of higher education, including courses delivered through online technologies
5. Participation in professional development networks that promote inquiry and allow staff to analyze and evaluate each other's work
6. Peer conferences and/or joint staff preparation time
7. Participation in curriculum development projects  
*(cf. 6141—Curriculum Development and Evaluation)*
8. Participation in educational research or innovation efforts
9. Assistance from or service as a mentor teacher or consulting teacher  
*(cf. 4112.21—Interns)*  
*(cf. 4131.1—Beginning Teacher Support/Induction)*  
*(cf. 4138—Mentor Teachers)*  
*(cf. 4139—Peer Assistance and Review)*
10. Service in a leadership role in a professional organization
11. Discussions and/or internships with business and community agencies for the purpose of identifying the skills, knowledge, and aptitudes necessary for specific career paths and developing meaningful career-related, work-based learning experiences  
*(cf. 1700—Relations Between Private Industry and the Schools)*  
*(cf. 6178—Career Technical Education)*  
*(cf. 6178—Work Experience Education)*  
*(cf. 6178.2—Regional Occupational Center/Program)*
12. Travel, study, and research in subject-matter content and effective educational practices  
*(cf. 4161.3—Professional Leaves)*

**STAFF DEVELOPMENT** (continued)

13. — Follow-up activities that help staff to implement newly acquired skills

The Superintendent or designee shall approve the participation of individual staff members in district provided or external staff development activities which may require release time, leave of absence, or other district resources.

**Mathematics and Reading Professional Development Program**

~~Contingent upon state funding, teachers of English language learners who have completed at least the initial 40 hours of professional development described above may receive an additional 40 hours of instruction, follow up instruction, and support in mathematics and reading/language arts instruction. Completion of the English learner professional development may be counted toward the 80 hour follow-up training requirement described above. (Education Code 99237.5; 5 CCR 11981.3, 11985)~~

~~The Superintendent or designee shall retain and submit preprogram and postprogram student achievement data to the California Department of Education upon request. He/she also shall retain, for no less than five years, all records related to the professional development provided to all program participants, including, but not limited to: (5 CCR 11982)~~

1. — ~~The number of hours of training attended~~
2. — ~~Attendance records~~
3. — ~~Subject content~~
4. — ~~The dates of each training session taken by teachers and paraprofessionals~~
5. — ~~The name(s) of the providers~~

~~(cf. 4112.6/4212.6/4312.6 – Personnel Files)~~

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** 4/20/22

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**Agenda Item:**

Administrative Regulation 4161.8/4261.8/4361.8: Family Care and Medical Leave

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

First Reading: Regulation updated to reflect **NEW LAW (SB 1383, 2020)** which, for purposes of leave under the California Family Rights Act, (1) revises the definition of "child" to include the child of a registered domestic partner; (2) includes an employee's grandparent, grandchild, sibling, and registered domestic partner as persons for whom an employee may take leave for a serious health condition; (3) repeals a provision of law which had limited any leave related to the birth or placement of the child to only one parent if a district employs both parents, thereby requiring the district to grant leave to each employee; (4) eliminates the district's authority to deny reinstatement, upon return from leave, for an employee who is among the highest paid 10 percent of district employees when the employee's absence would cause substantial and grievous economic injury to district operations; and (5) authorizes military family leave to attend to an exigency arising when the employee's registered domestic partner is on active duty or on call to active duty status in the National Guard or Reserves or is a member of the regular Armed Forces on deployment to a foreign country.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Recommended Action:**

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


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**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:** \_\_\_\_\_

All Personnel

AR 4161.8(a)

4261.8

**FAMILY CARE AND MEDICAL LEAVE**

4361.8

The district shall not ~~deny interfere with, restrain, or deny the exercise of any right for family care and medical leave provided to any eligible employee, as defined below, under the law~~ **the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or leave for pregnancy disability pursuant to California Pregnancy Disability Leave (PDL).** ~~In addition, the~~ **The** district shall not ~~interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, or discriminate against, or retaliate against any employee for opposing any practice made unlawful by, or because of, his/her involvement in any inquiry or proceeding related to the family care and medical leave taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding.~~ (29 USC 2615; Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4033 - Lactation Accommodation)*

**Definitions**

~~Any~~ **The words or and phrases defined below shall have the same meaning throughout this administrative regulation except where otherwise specifically defined a different meaning is otherwise specified.**

*Child* means a biological, adopted, or foster child; a stepchild; a legal ward; or a ~~child~~ **person to whom the employee of a person standing stands** in loco parentis as long as the child is under 18 years of age or an adult dependent child. **For purposes of CFRA leave, child also includes a child of a registered domestic partner.** (29 USC 2611; Government Code 12945.2; 29 USC 2611)

*Eligible employee, for FMLA and CFRA purposes,* means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the ~~previous 12-months period~~ **immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL.** (29 USC 2611; 29 CFR 825.110; Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

*Eligible family member* means an employee's child, parent, or spouse. **For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.** (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

*Employee disabled by pregnancy* means an employee whose health care provider states that the employee is: (2 CCR 11035)

**FAMILY CARE AND MEDICAL LEAVE (continued)**

1. **Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion**
2. **Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition**

*Parent* means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in *loco parentis* to the employee when the employee was a child. *Parent* does not include a spouse's parents. (~~29 USC 2611; 29 CFR 825.122~~; Government Code 12945.2; 2 CCR ~~7297.0~~ **11087**; **29 USC 26114**; **29 CFR 825.122**)

*Serious health condition* means an illness, injury (**including, but not limited to, on-the-job injuries**), impairment, or physical or mental condition **of the employee or an eligible family member of the employee** that involves either ~~of the following~~ **inpatient care or continuing treatment, including treatment for substance abuse, as follows:** (~~29 USC 2611; 29 CFR 825.113, 825.114, 825.115~~; Government Code 12945.2; **2 CCR 11087, 11097**; **29 USC 2611, 2612**; **29 CFR 825.113-825.115**)

1. **Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity**

**A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.**

***Incapacity* means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.**

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
  - a. A period of incapacity of more than three consecutive full days
  - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
  - c. ~~For purposes of leave under the Family and Medical Leave Act (FMLA),~~ Any period of incapacity due to pregnancy or for prenatal care **under FMLA**

**FAMILY CARE AND MEDICAL LEAVE** (continued)

- d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

*Spouse* means a partner in marriage as defined in Family Code 300 ~~or 1 USC 7,~~ **including same sex partners in marriage. For purposes of CFRA leave, spouse also includes** ~~In addition, for purposes of rights under the California Family Rights Act (CFRA), a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner within the meaning of Family Code 297-297.5. (1 USC 7; 29 CFR 825.122; Family Code 297, 297.5, 300; 2 CCR 7297.0 11087; 29 CFR 825.122)~~

**Eligibility**

The district shall grant ~~family care and medical leave~~ **FMLA or CFRA** to eligible employees for **any of** the following reasons: ~~(29 USC 2612; 29 CFR 825.112; Family Code 297.5; Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)~~

- 1. ~~Because of the~~ **The** birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child **(parental leave)**
- 2. To care for ~~the employee's child, parent, or spouse~~ **the employee's eligible family member** with a serious health condition
- 3. ~~Because of the~~ **The** employee's own serious health condition that makes **the employee** ~~him/her~~ unable to perform one or more essential **job** functions of ~~his/her~~ **the** position; ~~except that CFRA leave shall not cover an employee's disability on account of pregnancy, childbirth, or related medical conditions~~
- 4. ~~Because of any~~ **Any** qualifying exigency arising out of the fact that the employee's spouse, child, ~~or~~ parent, **or, for CFRA leave only, a registered domestic partner,** is a ~~covered~~ military member on covered active duty **or call to covered active duty** (or has been notified of an impending call or order to covered active duty)
- 5. To care for a covered servicemember with a serious injury or illness if the **covered servicemember is the** employee's ~~is the~~ spouse, child, parent, or next of kin, as defined, ~~of the servicemember~~



**FAMILY CARE AND MEDICAL LEAVE (continued)**

In addition, ~~the district shall grant PDL to any employee who is disabled by to FMLA leave for disability on account of a pregnancy, childbirth, or related medical conditions pursuant to item #3 above, a female employee disabled by pregnancy, childbirth, or related medical conditions may be entitled to take leave for a reasonable period of time, not to exceed four months.~~ (Government Code 12945; **2 CCR 11037**)

**Terms of Leave**

An eligible employee shall be entitled to a total of 12 work weeks of ~~family care and medical leave FMLA or CFRA leave~~ during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. **To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. In circumstances where the leaves do not run concurrently under the law, the employee may take up to 12 work weeks for both CFRA and FMLA, for a total of 24 work weeks.** (~~29 USC 2612;~~ Government Code 12945.2; **29 USC 2612**)

~~This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins.~~ (~~29 CFR 825.200~~)

~~Leave taken pursuant to the CFRA shall run concurrently with leave taken pursuant to the FMLA, except in the following circumstances:~~

- ~~1. Leave taken to care for a registered domestic partner or a child of a domestic partner. Such leave shall count as leave under the CFRA only. (Family Code 297.5)~~
- ~~2. Leave taken for disability on account of pregnancy, childbirth, or related medical conditions. FMLA leave taken for these purposes shall run concurrently with the California pregnancy disability leave granted pursuant to Government Code 12945. CFRA leave related to the birth of a child shall not commence until the expiration of the pregnancy disability leave. (Government Code 12945, 12945.2; 2 CCR 7297.6)~~

~~(cf. 4161.1/4361.1 – Personal Illness/Injury Leave)  
(cf. 4261.1 – Personal Illness/Injury Leave)~~

**In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)**

**PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)**

**FAMILY CARE AND MEDICAL LEAVE** (continued)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. ~~The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, the district shall grant a request for leave of less than two weeks' duration on any two occasions.~~ (2 CCR 11090; 29 USC 2612; 2 CCR 7297.3)

**Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.**

**Use/Substitution of Paid Leave**

During ~~the any otherwise unpaid period of family care and medical leave or pregnancy disability leave~~ **PDL or any FMLA or CFRA leave**, the employee may elect to use his/her accrued vacation leave, ~~other accrued time off~~, or any other paid ~~or unpaid~~ time off negotiated with the district that **the employee he/she** is eligible to use. If the leave is ~~because of~~ **for** the employee's own serious health condition **or PDL**, the employee may **also elect to** use accrued sick leave **during the period of leave** pursuant to the collective bargaining agreement and/or Board policy. (29 USC 2612; Government Code 12945, 12945.2; 2 CCR 11044; 11092; 29 USC 2612)

**The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)**

*(cf. 4141/4241 - Collective Bargaining Agreement)*  
*(cf. 4161/4261/4361 - Leaves)*  
*(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)*  
*(cf. 4261.1 - Personal Illness/Injury Leave)*

**Intermittent Leave/Reduced Leave Schedule**

**PDL and family care and medical leave** ~~related to~~ **for** the serious health condition of ~~the~~ **an** employee or his/her child, parent, or spouse **eligible family member** may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district ~~may~~ **shall** limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave **provided it is not to be greater than one hour.** (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612; ~~2 CCR 7297.3~~)

~~If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or a family member, the district may require the employee to transfer temporarily to an available alternative position. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the~~

**FAMILY CARE AND MEDICAL LEAVE** (continued)

~~employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule. (29 USC 2612; 2 CCR 7297.3)~~

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

**The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)**

**The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)**

- 1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.**
- 2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.**
- 3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.**

**The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)**

**Request for Leave**

~~An employee shall provide at least verbal notice sufficient to make the district aware that he/she needs family care and medical leave and the anticipated timing and duration of the leave. The employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement; however, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 7297.4)~~

~~Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. (2 CCR 7297.4)~~

**FAMILY CARE AND MEDICAL LEAVE (continued)**

~~When the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee shall provide the district with at least 30 days advance notice before the leave. The employee shall consult with the district and make a reasonable effort to schedule, subject to the health care provider's approval, any planned medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 7297.4)~~

**The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)**

**For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)**

**The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)**

~~When an employee is able to foresee the need for PDL or family care and medical leave at least the 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 7297.4 11050, 11091)~~

**In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)**

**Certification of Health Condition**

~~At the time~~ **Within five business days of the an employee's request for family care and medical leave for his/her own or his/her child's, parent's, or spouse's the serious health condition of the employee or an eligible family member, or within five business days of the request,** the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 **calendar** days, unless either the

**FAMILY CARE AND MEDICAL LEAVE** (continued)

Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (~~29 CFR 825.305~~; 2 CCR ~~7297.4~~ **11087, 11091; 29 CFR 825.305**)

The certification shall include the following: (~~29 USC 2613~~; Government Code 12945.2; 2 CCR ~~7297.0~~ **11087; 29 USC 2613**)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for ~~a child, parent, or spouse~~ **an eligible family member** with a serious health condition, both of the following:
  - a. Statement that the serious health condition warrants the participation of **the employee** ~~a family member~~ to provide care, **such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member** during a period of the treatment or supervision ~~of the child, parent, or spouse~~
  - b. Estimated amount of time the health care provider believes the employee needs to care for the ~~child, parent, or spouse~~ **the eligible family member**
4. If the employee is requesting leave because of **the employee's** ~~his/her~~ own serious health condition, a statement that due to the serious health condition, **the employee** ~~he/she~~ is unable to work at all or is unable to perform one or more essential **job** functions of **the position** ~~his/her job~~
5. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

The Superintendent or designee shall not request any genetic information **related to an employee as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011**, as defined in ~~42 USC 2000ff~~, from any employee or his/her family member except as necessary to comply with a certification requirement for FMLA/CFRA leave purposes or with the prior written authorization of the employee. Any such genetic information received by the district shall be kept confidential in accordance with law. (~~42 USC 2000ff 1, 2000ff 5~~ **Government Code 12940**)

**FAMILY CARE AND MEDICAL LEAVE** (continued)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as ~~there is no individualized harm~~ **appropriate notice is given to the employee and there is not harm or injury** to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee ~~doubts~~ **has a good faith objective reason to doubt** the validity of a certification that accompanies a request for leave for the employee's own serious health condition, **the Superintendent or designee he/she** may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (~~29 USC 2613; Government Code 12945.2; 2 CCR 11091; 29 USC 2613~~)

~~If additional leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified in items #1-5 above. (29 USC 2613; Government Code 12945.2)~~

**Fitness for Duty Upon Return to Work**

Upon expiration of **an employee's PDL or family care and medical** leave taken for ~~his/her~~ **the employee's** own serious health condition, ~~an~~ **the** employee shall present certification from ~~his/her~~ **the** health care provider **of the employee's ability that he/she is able** to resume work. **The certification shall address the employee's ability to perform the essential job functions of the position.**

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

~~The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.~~

**Rights to Reinstatement and Maintenance of Benefits**

Upon granting an employee's request for ~~family care and medical~~ **PDL or FMLA/CFRA** leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (~~29 USC 2614; Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614~~)

**FAMILY CARE AND MEDICAL LEAVE (continued)**

~~However, the district may refuse to reinstate an employee returning from leave to the same or a comparable position if all of the following apply: (29 USC 2614; Government Code 12945.2)~~

- ~~1. The employee is a salaried "key employee" who is among the highest paid 10 percent of those district employees who are employed within 75 miles of the employee's worksite.~~
- ~~2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.~~
- ~~3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.~~

~~(cf. 4117.3 - Personnel Reduction)  
(cf. 4217.3 - Layoff/Rehire)~~

**The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)**

**The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)**

**Maintenance of Benefits/Failure to Return from Leave**

~~During the period when an employee is on family care and medical PDL or FMLA/CFRA leave, he/she the employee shall maintain his/her employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (29 USC 2614; Government Code 12945.2; 2 CCR 11092; 29 USC 2614)~~

**For up to a period maximum of four months for PDL and 12 work weeks for other ,the district shall continue to provide an eligible employee on family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before he/she the employee took the leave. The employee shall reimburse the district for premiums paid during the family care and medical leave if the employee he/she fails to return to district employment after the expiration of all available the leaves and the failure is for any reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee his/her control. (29 USC 2614; 29 CFR 825.213; Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)**

**FAMILY CARE AND MEDICAL LEAVE** (continued)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on **PDL** or family care and medical leave, ~~he/she~~ **the employee** shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not ~~be required to~~ make plan payments for an employee during ~~the leave period and the~~ **any unpaid portion of the** leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; **2 CCR 11044, 11092**)

**Military Family Leave Resulting from Qualifying Exigencies**

An eligible employee may take up to 12 work weeks of unpaid **FMLA/CFRA** leave, during ~~each the~~ 12-month period established by the district **in the section entitle “Terms of Leave” above, for one or more qualifying exigencies while the employee’s child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a while a covered** military member is on covered active duty or on call to covered active duty status ~~for one or more qualifying exigencies~~. (**Government Code 12945.2; 29 USC 2612; 29 CFR 825.126**)

~~Covered military member means an employee’s spouse, son, daughter, or parent on covered active duty or call to covered active duty status. (29 CFR 825.126)~~

*Covered active duty* means duty, **for members of the Regular Armed forces, duty** during the deployment of a member of the regular Armed Forces to a foreign country ~~or~~ **and, for members of the Reserve components of the Armed forces, duty** during the deployment of a member of the National Guard or Reserves to a foreign country under a call or order to active duty **in support of a contingency operation pursuant to law. Deployment to a foreign county includes deployment to international waters.** (29 USC 2611; **29 CFR 825.126**)

*Qualifying exigencies* include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice deployment)
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the **covered** active duty or call to **covered** active duty status
3. Arrange childcare or attend school activities arising from the active duty or call to active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings



**FAMILY CARE AND MEDICAL LEAVE** (continued)

4. Make or update financial and legal arrangements to address a covered military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to ~~five~~ **15 calendar** days of leave per instance) with a ~~covered~~ military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. **Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty**
- 8 9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting ~~such~~ leave for **qualifying exigencies** ~~the first time~~ shall provide the Superintendent or designee with a copy of the ~~covered~~ military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of ~~his/her~~ accrued vacation leave and any other accrued paid or unpaid time off, as specified in "Use/Substitution of Paid Leave" above, shall apply.

**Military Caregiver Leave**

The district shall grant **an eligible employee** up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date of leave taken, to ~~an eligible employee~~ **to care for a covered servicemember with a serious illness or injury.** In order to be eligible for such military caregiver leave, ~~the an~~ employee must be the spouse, ~~son, daughter~~ **child**, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

**FAMILY CARE AND MEDICAL LEAVE** (continued)

*Covered servicemember* may be either: (29 USC 2611)

1. A **current** member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who **was discharged or released under conditions other than dishonorable at any time during, within the five-years period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran preceding his/her undergoing of medical treatment, recuperation, or therapy for a serious injury or illness, was a member of the Armed Forces, including the National Guard or Reserves**

*Child ~~son or daughter~~ of a covered servicemember* means the **covered servicemember's** biological, adopted, or foster child, stepchild, legal ward, or a child ~~of any age~~ for whom the covered servicemember stood in *loco parentis*, **and who is of any age.** (29 CFR 825.127)

*Parent of a covered servicemember* means the covered servicemember's biological, adopted, step or foster parent, or any other individual who stood in *loco parentis* to the covered servicemember (except "parents in law"). (29 CFR 825.127)

*Next of kin* means the nearest blood relative to the covered servicemember, **other than the spouse, parent, or child unless** as designated in writing by the covered servicemember. (29 USC 2611, 2612; **29 CFR 825.127**)

*Outpatient status* means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

*Serious injury or illness* means: (29 USC 2611; 29 CFR 825.127)

1. For a **current** member of the Armed Forces, an injury or illness incurred ~~or aggravated~~ by the member's ~~service~~ in the line of duty ~~while~~ on active duty, **or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty** in the Armed Forces, **and** that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

**FAMILY CARE AND MEDICAL LEAVE** (continued)

2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran **and that is at least one of the following:**
  - a. **A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating**
  - b. **A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition**
  - c. **A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran**
  - d. **An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers**

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

The leave may be taken intermittently or on a reduced **work or leave** schedule when medically necessary. An employee taking military caregiver leave in combination with other **family care and medical** leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of ~~his/her~~ accrued vacation leave and other accrued paid or unpaid time off, as specified in "Use/Substitution of Paid Leave" above, shall apply.

**Notifications**

The Superintendent or designee shall provide the following notifications about state and federal law related to FMLA/CFRA **leave**:

**FAMILY CARE AND MEDICAL LEAVE** (continued)

1. **General Notice:** Information explaining the provisions of the **FEHA/PDL and FMLA/CFRA** and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619; ~~2 CCR 7297.9~~)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the **requested** leave, when the need ~~for the leave~~ is reasonably foreseeable **at least 30 days prior to the start of the leave.** (2 CCR ~~7297.4~~ 11049, 11050, 11091)

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

2. **Eligibility Notice:** When an employee requests leave, **including PDL**, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of ~~his/her~~ eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as appropriate: (29 CFR 825.300)
  - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
  - b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
  - c. The employee's right to ~~substitute use~~ **use** paid leave, whether the district will require ~~substitution use~~ **substitution use of paid leave**, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
  - d. Any requirements for the employee to make any premium payments **necessary** to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
  - e. ~~If applicable, the employee's status as a "key employee," potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial~~

**FAMILY CARE AND MEDICAL LEAVE** (continued)

- f e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the district requires paid leave to be ~~substituted~~ **used during an otherwise for** unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a ~~fitness-for-duty~~ **release to work** certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

**Records**

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (~~29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500; Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500~~)

**FAMILY CARE AND MEDICAL LEAVE (continued)**

*Legal Reference:*

EDUCATION CODE

44965 *Granting of leaves of absence for pregnancy and childbirth*

FAMILY CODE

297-297.5 *Rights, protections and benefits under law; registered domestic partners*

300 *Validity of marriage*

GOVERNMENT CODE

**12926 *Fair Employment And Housing Act, definitions***

12940 *Unlawful employment practices*

12945 *Pregnancy; childbirth or related medical condition; unlawful practice*

12945.1-12945.2 *California Family Rights Act*

**12946 *Fair Employment And Housing Act: discrimination prohibited***

UNEMPLOYMENT INSURANCE CODE

3300-3308 *Paid family leave*

CODE OF REGULATIONS, TITLE 2

7291.2-7291.16 *Sex discrimination: pregnancy and related medical conditions*

7297.0-7297.11 *Family care leave*

**11035-11051 *Sex discrimination: pregnancy, childbirth and related medical conditions***

**11087-11097 *California Family Rights Act***

UNITED STATES CODE, TITLE 1

7 *Definition of marriage and spouse*

UNITED STATES CODE, TITLE 29

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

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 *Family and Medical Leave Act of 1993*

COURT DECISIONS

***United States v. Windsor, (2012) 699 F.3d 169***

***Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864***

***Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045***

*Management Resources:*

FEDERAL REGISTER

*Final Rule and Supplementary Information, November 17, 2008. Vol. 73, No. 222, pages 67934-68133*

U.S. DEPARTMENT OF LABOR PUBLICATIONS

***Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act, Form WH-380-F***

~~*Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers*~~

CALIFORNIA DEPARTMENT OF HUMAN RESOURCES PUBLICATIONS

***Questions and Answers - Military Family Leave - FMLA***

WEB SITES

*California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>*

*California Department of Human Resources: <https://www.calhr.ca.gov>*

*U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>*

# LAKE SIDE UNION SCHOOL DISTRICT

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Governing Board Meeting Date: 4/20/22

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**Agenda Item:**

Board Policy and Administrative Regulation 4157.1/4257.1/4357.1: Work-Related Injuries

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

First Reading: Regulation updated to reflect **NEW LAW (AB 1804, 2019)** which requires that a report of death or serious injury or illness be immediately reported to Cal/OSHA by telephone or through an online mechanism established by Cal/OSHA, with clarification that districts may make the report by telephone or email until Cal/OSHA has an online mechanism available, and **NEW LAW (AB 1805, 2019)** which redefines "serious injury or illness." Regulation adds optional language regarding the responsibility of employees to document any incident, and combines options regarding the reporting of incidents to the insurance carrier or Department of Industrial Relations. Regulation also reflects **NEW LAW (SB 1159, 2020)** which provides that an employee will be presumed to be entitled to workers' compensation benefits for illness or injury resulting from COVID-19 if the diagnosis was made within 14 days after the employee performed labor or services at the place of employment and other conditions are met.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Recommended Action:**

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

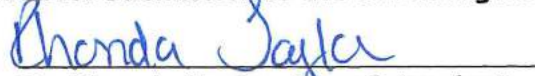
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**Originating Department/School:** Superintendent's Office

**Submitted/Recommended By:**

  
Lisa DeRosier, Executive Assistant

**Approved for Submission to the Governing Board:**

  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member:** \_\_\_\_\_

<del>All Personnel</del>	<del>BP 4157.1</del>
	<del>4257.1</del>
<del>WORK-RELATED INJURIES</del>	<del>4357.1</del>

~~The Governing Board desires to provide its employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process in order to reduce costs and facilitate employee recovery.~~

- ~~(cf. 3320—Claims and Actions Against the District)~~
- ~~(cf. 4032—Reasonable Accommodation)~~
- ~~(cf. 4113.4/4213.4/4313.4—Temporary Modified/Light-Duty Assignment)~~
- ~~(cf. 4154/4254/4354—Health and Welfare Benefits)~~
- ~~(cf. 4157/4257/4357—Employee Safety)~~
- ~~(cf. 4157.2/4257.2/4357.2—Ergonomics)~~
- ~~(cf. 4161.11/4361.11—Industrial Accident/Illness Leave)~~
- ~~(cf. 4261.11—Industrial Accident/Illness Leave)~~

~~An employee shall report any work-related injury or illness to his/her supervisor as soon as practicable. Upon learning of an injury, a supervisor shall promptly report the incident to the Superintendent or designee and the insurance carrier as appropriate.~~

~~The Superintendent or designee shall ensure that every new employee is notified of his/her right to receive workers' compensation if injured at work and that injured employees are given notice of rights in accordance with law.~~

~~The Superintendent or designee shall ensure that notifications regarding workers' compensation are posted in accordance with law.~~

*Legal Reference:*

EDUCATION CODE

- ~~44984—Industrial accident and illness leaves, certificated employees~~
- ~~45192—Industrial accident and illness leaves, classified employees~~

LABOR CODE

- ~~3200-4855—Workers' compensation, especially:~~
- ~~3550-3553—Employee notice~~
- ~~3600-3605—Conditions of liability~~
- ~~3760—Report of injury to insurer~~
- ~~4600—Provision of medical and hospital treatment by employer~~
- ~~4906—Disclosures and statements~~
- ~~5400-5413—Notice of injury or death~~
- ~~6409.1—Reports~~

CODE OF REGULATIONS, TITLE 8

- ~~15596—Notice of employee rights~~

*Management Resources:*

WEB SITES

- ~~California Department of Industrial Relations: <http://www.dir.ca.gov>~~



All Personnel

AR 4157.1(a)

4257.1

**WORK-RELATED INJURIES**

4357.1

~~The Superintendent or designee shall provide and implement safety devices, safeguards, methods, and processes that are reasonably adequate to render the employment and place of employment safe and healthful. (Labor Code 6401)~~

**In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.**

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

~~(cf. 4032 - Reasonable Accommodation)~~

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

~~(cf. 4154/4254/4354 - Health and Welfare Benefits)~~

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

~~(cf. 4157.2/4257.2/4357.2 - Ergonomics)~~

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

~~(cf. 4261.1 - Industrial Accident/Illness Leave)~~

**Injury and Illness Prevention Program**

~~The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)~~

~~The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)~~

~~1. — The name/position of the person(s) with authority and responsibility for implementing the program.~~

~~2. — A system for ensuring that employees comply with safe and healthful work practices, which may include, but not be limited to:~~

~~a. — Recognition of employees who follow safe and healthful work practices~~

~~(cf. 4156.2/4256.2/4356.2 - Awards and Recognition)~~

~~b. — Training and retraining programs~~

~~e. — Disciplinary actions~~

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

~~(cf. 4118 - Suspension/Disciplinary Action)~~

**All Personnel**

AR 4157.1(b)

4257.1

**WORK-RELATED INJURIES**

4357.1

3. ~~— A system for communicating with employees, in a form readily understandable by all employees, on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:~~

- ~~a. Meetings~~
- ~~b. Training programs~~
- ~~c. Posting~~
- ~~d. Written communications~~
- ~~e. A system of anonymous notification by employees about hazards~~
- ~~f. A labor/management safety and health committee~~

4. ~~— Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:~~

- ~~a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace~~
- ~~b. Whenever the district is made aware of a new or previously unrecognized hazard~~

~~(cf. 3514—Environmental Safety)~~

~~(cf. 3514.1—Hazardous Substances)~~

5. A procedure for investigating occupational injury or illness.

6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided necessary safeguards.

7. Provision of training and instruction as follows:

- ~~a. To all new employees~~
- ~~b. To all employees given new job assignments for which training has not previously been received~~
- ~~c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represents a new hazard~~
- ~~d. Whenever the district is made aware of a new or previously unrecognized hazard~~
- ~~e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed~~

~~(cf. 4131—Staff Development)~~

~~(cf. 4231—Staff Development)~~

~~(cf. 4331—Staff Development)~~

All Personnel

AR 4157.1(c)

4257.1

WORK-RELATED INJURIES

4357.1

**First Aid and Medical Services**

~~To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use a communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee. (8 CCR 3400)~~

**The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's his/her right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)**

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

**In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)**

**In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.**

**Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's his/her dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)**

**The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)**

**The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.**

## WORK-RELATED INJURIES (continued)

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, *serious injury or illness* means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

### Claims Related to COVID-19

Until January 1, 2023, an employee is presumed to be entitled to workers' compensation benefits for illness or death resulting from COVID-19 if the diagnosis was made within 14 days after the employee performed labor or services at the place of employment and if the employee contracted COVID-19 during an outbreak at the employee's specific place of employment. (Labor Code 3212.86, 3212.88)

For this purpose, an *outbreak* means that, within 14 calendar days, one of the following occurs at a specific place of employment: (Labor Code 3212.88)

1. If a specific place of employment has 100 employees or fewer, four employees test positive for COVID-19.
2. If a specific place of employment has more than 100 employees, four percent of the number of employees who reported to the specific place of employment test positive for COVID-19.
3. A specific place of employment is ordered to close by a local public health department, the California Department of Public Health, Cal/OSHA, or the Superintendent due to a risk of infection with COVID-19.

## WORK-RELATED INJURIES (continued)

The Superintendent or designee may rebut a presumption that COVID-19 was contracted during the course and scope of employment by offering evidence to the Workers' Compensation Appeals Board, such as the measures that were in place at the employee's specific place of employment to reduce potential transmission of COVID-19 and evidence of an employee's nonoccupational risk of contracting COVID-19. (Labor Code 3212.86, 3212.88)

### *Legal Reference:*

#### EDUCATION CODE

44984 Industrial accident and illness leaves, certificated employees

45192 Industrial accident and illness leaves, classified employees

#### LABOR CODE

3200-4856 Workers' compensation, especially:

3212.86 COVID-19: critical workers pre-July 5, 2020

3212.88 COVID-19: critical workers post-July 5, 2020

3550-3553 Employee notice

3600-3605 Conditions of liability

3760 Report of injury to insurer

4600 Provision of medical and hospital treatment by employer

4906 Disclosures and statements

5400-5413 Notice of injury or death

6302 Definition of serious injury or illness

6409.1 Reports

#### CODE OF REGULATIONS, TITLE 8

15596 Notice of employee rights to workers' compensation benefits

### *Management Resources:*

#### DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Workers' Compensation in California: A Guidebook for Injured Workers, 2016

Notice to Employees – Injuries Caused by Work

Time of Hire Pamphlet

Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility

#### WEB SITES

California Department of Industrial Relations, Division of Occupational Safety and Health:

<http://www.dir.ca.gov/dosh>

California Department of Industrial Relations, Division of Workers Compensation:

<http://www.dir.ca.gov/dwc>

California Department of Public Health: <https://www.cdph.ca.gov>

**All Personnel**

AR 4161.2(a)

4261.2

**PERSONAL LEAVES**

4361.2

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable **instructions, including** lesson plans ~~or instructions as applicable~~, for a substitute employee.

*(cf. 4121 - Temporary/Substitute Personnel)*

**Bereavement**

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

*(cf. 4161/4261/4361 - Leaves)*

Members of the immediate family include: (Education Code 44985, 45194)

1. The mother, father, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister
3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided **in the section "Personal Necessity"** below. (Education Code 44981, 45207)

**Personal Necessity**

Employees may use a maximum of seven days of their accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

*(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)*

*(cf. 4261.1 - Personal Illness/Injury Leave)*

**PERSONAL LEAVES** (continued)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the **employee or the employee's** property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)
3. Illness, preventative care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)

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

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)
5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

Advance permission shall not be required of an employee in any cases involving the death of a member of the employee's immediate family, ~~or~~ an accident involving the employee's person or property or the person or property of a member of ~~his/her~~ **the employee's** immediate family, or the illness or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or where the need for leave is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to ~~his/her~~ **the employee's** immediate supervisor.

**PERSONAL LEAVES** (continued)

**Legal Duties**

An employee may take time off work in order to: **(Labor Code 230)**

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

**Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.**

A classified employees called for jury duty shall be granted leave with pay up to the amount of the difference between his/her regular earnings and any amount received for jury fees. (Education Code 44037)

**A classified employee who is called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for juror's fees.**

A certificated employee **who is** called for jury duty also shall be granted leave with pay up to the difference between ~~his/her~~ **the employee's** regular earnings and any juror's fees ~~he/she~~ received.

An employee shall be granted leaves with pay to appear in court as a witness other than a litigants or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employees shall receive the difference between ~~his/her~~ **the employee's** regular earnings and any witness fees ~~he/she~~ received.

**Leaves for Crime Victims**

An employee may be absent from work in order to attend judicial proceedings related to a crime when ~~he/she~~ **the employee** is a victim, or an immediate family member, registered domestic partner, or child of a registered domestic partner of a victim, of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement



**PERSONAL LEAVES** (continued)

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give ~~his/her supervisor~~ **the Superintendent or designee** a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of the leave. (Labor Code 230.2)

**Leaves for Victims of ~~Domestic Violence or Sexual Assault~~ Crime or Abuse**

An employee who is a victim of domestic violence, ~~or~~ sexual assault, or stalking, **who is a victim of a crime that caused physical injury or that caused mental injury with a threat of physical injury, or whose immediate family member, as define, is deceased as the direct result of a crime as defined by law** may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to ~~him/her~~ **the employee under the terms of his/her employment** to attend to the following activities. (Labor Code 230)

~~In addition, an employee who is a victim of domestic violence or sexual assault may take time off work to attend to the following activities: (Labor Code 230.1)~~

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or ~~his/her~~ **the employee's child**;
2. Seek medical attention for injuries caused by ~~domestic violence, sexual assault or stalking~~ **crime or abuse**;
3. Obtain services from a domestic violence shelter, program, ~~or~~ rape crisis center, **or victim services organization or agency** as a result of ~~domestic violence, sexual assault, or stalking~~; **the crime or abuse**
4. Obtain psychological counseling **or mental health services** related to an experience of ~~domestic violence, sexual assault, or stalking~~; **crime or abuse**
5. Participate in safety planning and take other actions to increase safety from future ~~domestic violence, sexual assault, or stalking~~; **crime or abuse** including temporary or permanent relocation.

**PERSONAL LEAVES** (continued)

Prior to taking time off, an employee shall give reasonable notice to ~~his/her supervisor, the Superintendent or designee,~~ unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim of ~~domestic violence, sexual assault, or stalking,~~
2. A court order protecting or separating the employee from the perpetrator of ~~an act of domestic violence, sexual assault, or stalking,~~ **the crime or abuse,** or other evidence from the court or prosecuting attorney that the employee has appeared in court.
3. Documentation from a domestic violence or assault counselor as define in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, **victim advocate,** or counselor that the employee was undergoing treatment **or receiving services** for physical or mental injuries or abuse resulting from ~~an act of domestic violence, sexual assault or stalking,~~ **the crime or abuse**
4. **Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1**

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

**The Superintendent or designee shall inform employees of their rights pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)**

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

**Personal Leave for Activities**

Any employee who is a parent/guardian of one or more children an age to attend any of grades K-12 or a program offered by a licensed day care, provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll ~~his/her~~ a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.

**PERSONAL LEAVES** (continued)

2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:
  - a. A request by the school or child care provider that the child be picked up
  - b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
  - c. Behavioral or discipline problems
  - d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
  - e. A natural disaster, including, but not limited to, fire, earthquake, or flood

*(cf. 5148 - Child Care and Development)*

For purposes of this leave, *parent/guardian* includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

*(cf. 1240 - Volunteer Assistance)*

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that ~~he/she~~ **the employee** engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

**Service on Education Boards and Committees**

Upon request, a certificated employees shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education boards, commissions, committees, or groups authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed in the state.

**PERSONAL LEAVES** (continued)

2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

**Employee Organization Activities**

Upon request, any certificated and classified employees shall be granted a leave of absence without loss of compensation to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization. (Education Code 44987, 45210)

*(cf. 4140/4240/4340 – Bargaining Units)*  
*(cf. 4143/4243 – Negotiations)*

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

**Religious Leave**

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

The Superintendent or designee shall deduct the cost of a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

**PERSONAL LEAVES** (continued)

**Spouse on Leave from Military Deployment**

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that ~~his/her~~ **the employee's** spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that ~~his/her~~ **the employee's** spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of ~~his/her~~ **the** intention to take the leave. The employee shall submit written documentation certifying that ~~his/her~~ **the employee's** spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

**Leave for Emergency Duty**

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

**Civil Air Patrol Leave**

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available ~~to the~~ **the** employees, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

*Legal Reference next page*

**PERSONAL LEAVES** (continued)

*Legal Reference:*

EDUCATION CODE

44036-44037 Leaves of absence for judicial and official appearances  
44963 Power to grant leaves of absence (certificated)  
44981 Leave of absence for personal necessity (certificated)  
44985 Leave of absence due to death in immediate family (certificated)  
44987 Service as officer of employee organization (certificated)  
44987.3 Leave of absence to serve on certain boards, commissions, etc.  
45190 Leaves of absence and vacations (classified)  
45194 Bereavement leave of absence (classified)  
45198 Effect of provisions authorizing leaves of absence  
45207 Personal necessity (classified)  
45210 Service as officer of employee organization (classified)  
45240-45320 Merit system, classified employees

EVIDENCE CODE

1035.2 Sex assault counselor; definition  
1037.1 Domestic violence counselor; definition

FAMILY CODE

297-297.5 Registered domestic partner rights, protections, and benefits

GOVERNMENT CODE

3543.1 Release time for representatives of employee organizations  
12945.1-12945.2 California Family Rights Acts

LABOR CODE

230-230.2 Leave for victims of domestic violence, sexual assault, or specified felonies  
230.3 Leave for emergency personnel  
230.4 Leave for volunteer firefighters  
230.8 Leave to visit child's school  
233 Illness of child, parent, spouse, domestic partner or domestic partner's child  
234 Absence control policy  
246.5 Paid sick days, purposes for use  
1500-1507 Civil Air Patrol leave

MILITARY AND VETERANS CODE

395.10 Leave when spouse on leave from military deployment

PENAL CODE

667.5 Violent felony, defined  
1192.7 Serious felony, defined

CALIFORNIA CONSTITUTION

Article I, Section 8 Religious discrimination

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act

UNITED STATES CODE, TITLE 42

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

COURT DECISIONS

Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167

*Legal Reference continued: (see next page)*

**PERSONAL LEAVES** (continued)

AR 4161.2(j)  
4261.2  
4361.2

*Legal Reference: (continued)*

**PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS**

*Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954*

*Management Resources:*

**WEB SITES**

*California Department of Industrial Relations: <http://www.dir.ca.gov>*

*California Federation of Teachers: <http://www.cft.org>*

*California School Employees Association: <http://www.csea.com>*

*California Teachers Association: <http://www.cta.org>*

*Public Employment Relations Board: <http://222.perb.ca.gov>*

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** 2021

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**Agenda Item:**

Board Policy 4161.3: Professional Leaves

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

First Reading: New Policy

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Recommended Action:**

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

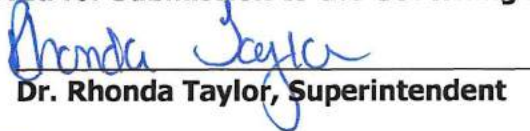
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**Originating Department/School:** Superintendent's Office

**Submitted/Recommended By:**

  
Lisa DeRosier, Executive Assistant

**Approved for Submission to the Governing Board:**

  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member:** \_\_\_\_\_



## **PROFESSIONAL LEAVES**

**The Governing Board recognizes that a broad range of experiences can strengthen an employee's ability to meet the educational needs of the district's students.**

**The Governing Board may grant a professional leave of absence of for up to one year to certificated employees for the purpose of permitting study or travel which will benefit the schools and students of the district. No more than one such leave of absence may be granted to an employee in a seven-year period. (Education Code 44966, 44967)**

*(cf. 4131 - Staff Development)*  
*(cf. 4161/4261/4361 - Leaves)*

**To be eligible for a professional leave of absence for these purposes, an employee must have served in the district for at least seven consecutive years preceding the granting of the leave. For this purpose, any prior professional leave taken by an employee shall be deemed a break in the employee's service. No other type of leave authorized by the Board, and no service by the employee for one year or less under a national recognized fellowship or foundation approved by the State Board of Education for research, teaching, or lecturing, shall be deemed a break in the employee's service. (Education Code 44967)**

**Rather than granting a professional leave for a continuous one-year period, the Board may require that the leave be taken in separate six-month periods or separate quarters provided that the total leave is completed within three years. Any period of service by the employee between the separate periods of leave shall comprise a part of the service required for a subsequent leave of absence. (Education Code 44966)**

**As a condition of being granted professional leave, the employee shall agree in writing to render service in the district following his/her return for a period equal to twice the period of the leave. (Education Code 44969)**

**The Board and employee may agree in writing to have the employee perform services for the district during the professional leave. (Education Code 44968)**

**Unless the employee agrees in writing with the Board not to receive compensation during the leave, the employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall not be less than the difference between the employee's salary and the salary of a substitute employee in the position which the employee held prior to the granting of the leave. In lieu of such a difference of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee. (Education Code 44968, 44968.5)**

**Compensation during the leave shall be paid in the manner authorized by Education Code 44969 and 44970.**

**PROFESSIONAL LEAVES**

**At the end of the professional leave, the employee shall be reinstated in the position he/she held when the leave was granted, unless otherwise agreed upon by the employee.  
(Education Code 44973)**

*Legal Reference:*

**EDUCATION CODE**

*44966-44973 Leaves of absence for study or travel*

Board Policy  
approved:  
revised:

**LAKESIDE UNION SCHOOL DISTRICT**  
Lakeside, California

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** April 20, 2022

**Agenda Item:**

Enrollment Report Month 7 (2/14/2022 – 3/11/2022)

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

**Fiscal Impact (Cost):**

**Funding Source:**

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**



Lisa Davis, Assistant Superintendent

**Approved for Submission to the Governing Board:**



Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member** \_\_\_\_\_

**LAKESIDE UNION SCHOOL DISTRICT**

**MONTH 7**

2/14/2022 - 3/11/2022

DATE: 4/6/2022

SCHOOL	K	1	2	3	4	5	6	7	8	EAK	NON ADA	TK	M7 21/22 TOTAL	M7 20/21 TOTAL	VARIANCE
EUCALYPTUS HILLS												88	88	89	-1
LAKESIDE FARMS	114	97	79	89	97	70						4	550	577	-27
LAKEVIEW	116	92	120	87	110	117							642	655	-13
LEMON CREST	69	67	83	82	80	87				34		2	504	483	21
LINDO PARK	44	65	71	69	86	69				23		1	428	411	17
RIVERVIEW			144	134	133	119							530	565	-35
WINTER GARDENS	135	144											279	303	-24
LAKESIDE MIDDLE							196	256	239				691	761	-70
TIERRA DEL SOL							242	225	205				672	720	-48
FLEX SCHOOL	6	5	11	12	8	10	13	7	7				79	95	-16
NPS/RTC	0	0	0	0	0	1	0	5	2				8	12	-4
<b>DISTRICT TOTAL</b>	<b>484</b>	<b>470</b>	<b>508</b>	<b>473</b>	<b>514</b>	<b>473</b>	<b>451</b>	<b>493</b>	<b>453</b>	<b>57</b>	<b>0</b>	<b>95</b>	<b>4,471</b>	<b>4,671</b>	<b>-200</b>

**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	4,515	4,562	4,553	4,529	4,526	4,471				
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 CHARTER SCHOOL	GRADE	TK/K	1	2	3	4	5	6	7	8	TOTAL
		13	13	14	6	12	12	7	10	8	95

RIVER VALELY CHARTER SCHOOL	GRADE	7	8	9	10	11	12	TOTAL
		28	30	48	43	41	48	238