

LAKE SIDE UNION SCHOOL DISTRICT

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

Audience:

Meeting ID: 947 9256 2765

Dial In: 1 (669) 900-6833

Meeting Password: 947175

May 12, 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 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 Eucalyptus Hills and Flex School. Following the pledge, **Kelly Gilbert** will present highlights from the school and program.

E. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

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

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

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

G. RECOGNITIONS

1. The Board will recognize the El Capitan Stadium Association for the years of support to the children of Lakeside.
2. The Board will recognize the 2021-22 Employees of the Year.

H. PRESENTATIONS

1. **Dr. Rhonda Taylor** will present a Superintendent's Update.
2. **Dr. Natalie Winspear** will present the Transitional Kindergarten Expansion Plan.

I. PUBLIC HEARING/ACTION ITEMS

1. **PUBLIC HEARING:** The Governing Board will conduct a public hearing to receive input regarding the Disclosure of the Collective Bargaining Agreement for the Tentative Agreement with the California School Employees Association and its Chapter 240 to resolve negotiations for the 2021-22 school year.
2. **Approval** is requested of a Disclosure of the Collective Bargaining Agreement for the Tentative Agreement with California School Employees Association and its Chapter 240 to resolve negotiations for the 2021-22 school year. The major provisions of the agreement include, but are not limited to, the costs that would be incurred by the public school employer under the agreement for current and subsequent years at a cost of \$339,246 with fringe costs.
3. **Approval** is requested of a Collective Bargaining Agreement for the COVID-19 Side Letter with California School Employees Association and its Chapter 240. The major provisions of the agreement include, but are not limited to, the costs that would be incurred by the public school employer under the agreement for current and subsequent years at a cost of \$106,519 with fringe costs.
4. **Approval** is requested of a Tentative Agreement with the California School Employees Association and its Chapter 240 to fully resolve negotiations for the 2021-22 school year. The agreement includes: a 2% on schedule increase from July 1, 2021 and an additional 1.5% on schedule increase from March 1, 2022; a new base salary to address minimum wage increased; clean-up language; catastrophic leave port of Article 17; leave of absences; an additional holiday in observance of Juneteenth; and some language changes to Article 28.
5. **Approval** is requested of a Side Letter of Agreement with the California School Employees Association and its Chapter 240 in regards to the COVID-19 Public Health Emergency. The agreement addresses safety, leaves, compensation, and other miscellaneous items pertaining to COVID-19 and LUSD's schools and staff.

I. PUBLIC HEARING/ACTION ITEMS (CONTINUED)

6. **Approval** is requested of the 2021-22 classified salary schedules per the tentative agreement with the California School Employees Association and its Chapter 240 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.
7. **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.

J. ITEMS OF BUSINESS

- 1.1 Designate consent agenda items.

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

- 1.2 Discussion/adoption of consent agenda items.

SUPERINTENDENT

- 2.1 **Adoption** is requested of the minutes of the regular board meeting of April 20, 2022.
- 2.2 **Adoption** is requested of Resolution No. 2022-24, recognizing and honoring the classified employees for their caring and incalculable contributions to the children of Lakeside.
- 2.3 **Adoption** is requested of the revised school and employee calendars for 2021-22, 2022-23, and 2023-24 reflecting the observance of the Juneteenth holiday.

HUMAN RESOURCES

- 3.1 **Approval/Ratification** is requested of Personnel Assignment Order 2022-12.
- 3.2 **Approval** is requested of a new job description for the position of Director of Student Support Services.

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 the following resolutions: A) 2022-20, Authorized Agents to Receive Mail/Pick Up Warrants; B) 2022-21, Payment Order; C) 2022-22, Authorized Agent to Sign School Orders; and D) 2022-23, Authorizing Replacement of Warrants.
- 4.3 **Adoption** is requested of Resolution No. 2022-25, designating Lisa Davis as the authorized agent of the District with the State Allocation Board (SAB) who authorizes the Office of Public School Construction. Such authorization will be used to file applications and other forms and to secure payment of the apportionments requested.

J. BUSINESS SERVICES (CONTINUED)

- 4.4 **Approval** is requested of a third ERATE extension with Datel Systems, Inc. to the original agreement dated January 1, 2020, “Bid #Switch and Wireless AP with Installation” for the year 2022-23.
- 4.5 **Approval** is requested of the purchase of eight (8) new hot holding units to support the Child Nutrition department’s daily food service operations at a cost of \$50,745.94.
- 4.6 **Approval/Ratification** is requested of the following annual contracts for the 2021-22 school year: A) COLBI (Bond); B) Zovargo, LLC (WG); C) San Diego Superintendent of Schools (Pupil Services); D) Datel (Technology); D) Grace Dearborn (PD, Ed Services); E) Western Sign & Awning (RV); and F) Building Block Entertainment (WG).
- 4.7 **Approval** is requested of the following gifts to the District: A) \$14,000 from the Riverview PTSA to help purchase round tables with umbrellas for the playground areas; B) 75 Kindergarten folders to Lindo Park from Dr. Jean Chan, DDS; and C) \$1,500 from PTA Council to the outdoor education program.

BOND

- 5.1 **Approval** is requested of the final Notice of Completions following vendors for the Tierra del Sol Middle School gymnasium and modernization projects (Prop V and Measure L Bond): A) Interpipe Contracting, Inc.; B) Johnston Tractor; C) SWCS (gym); and D) SWCS (modernization).

BOARD POLICIES, REGULATIONS, EXHIBITS & BYLAWS

- 6.1 **Adoption** is requested of Board Policy and Administrative Regulation 4131: Staff Development.
- 6.2 **Adoption** is requested of Board Policy and Administrative Regulation 4157.1/4257.1/4357.1: Work-Related Injuries.
- 6.3 **Adoption** is requested of Administrative Regulation 4161.2/4261.2/4361.2: Personal Leaves.
- 6.4 **Adoption** is requested of Administrative Regulation 4161.8/4261.8/4361.8: Family Care and Medical Leave.
- 6.5 **Adoption** is request of Board Policy 4161.3: Professional Leaves.

K. DISCUSSION

- 1. **First Reading** is requested of Board Policy 0420.42: Charter School Renewal.
- 2. **First Reading** is requested of Board Policy and Exhibits 1312.3: Uniform Complaint Procedures.
- 3. **First Reading** is requested of Administrative Regulation 3515.6: Criminal Background Checks for Contractors.
- 4. **First Reading** is requested of Board Policy and Administrative Regulation 4112.42/4212.42/ 4312.42: Drug and Alcohol Testing for School Bus Drivers.

L. INFORMATIONAL ITEMS

1. Enrollment Report for Month 8, ending April 8, 2022.
2. Zero Williams complaints filed for quarter ended March 31, 2022.

M. REPORTS TO THE BOARD

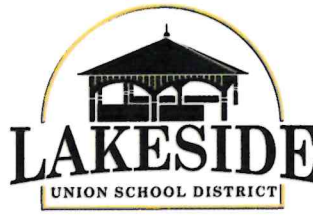
1. Union Representatives:
 - A. **Kerry Strong**, will present comments as the Lakeside Teachers Association President.
 - B. **David Myers**, will present comments as the California School Employees Association President.
2. District Superintendents
 - A. **Lisa Davis** will present business and operations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

N. 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

Public Notice for the Financial Provisions of the Collective Bargaining Agreement

At the regular board meeting of May 12, 2022, the Board of Trustees will conduct a public hearing to receive input on the financial provisions of the proposed collective bargaining agreement with the California School Employees Association and its Chapter 240. The approximate total combined cost to the district is \$339,246 with fringe costs. The major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer. The public hearing will be held on Thursday, May 12, 2022.

May 5, 2022

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

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 12, 2022

Agenda Item:

Disclosure of the Collective Bargaining Agreement for the Tentative Agreement between the District and the California Employee School Association (CSEA) and its Lakeside Chapter 240, 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):

\$339,246 with fringe costs

Funding Source:

General Fund

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

Disclosure of Collective Bargaining Agreement

Page 1 of 7

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: CSEA Lakeside Chapter 240 Certificated: Classified: X

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: 12-May-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. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$8,107,362.00	\$0.00	0.00%		0.00%		0.00%
2. Salary Schedule - Increase (Decrease)	\$8,107,362.00	\$256,170.00	3.16%	\$292,724.00	3.50%	\$302,969.00	3.50%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$8,107,362.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$2,629,317.50	\$83,076.00	3.16%	\$94,930.00	3.50%	\$98,253.00	3.50%
5. Health/Welfare Benefits - Increase (Decrease)	\$2,786,054.63	\$0.00	0.00%		0.00%		0.00%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$13,522,734.13	\$339,246.00	2.51%	\$387,654.00	2.80%	\$401,222.00	2.82%
7. Total Number of Represented Employees	348.00						
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$38,858.43						

Impact on other Funds: Fund 13 Child Nutrition and Fund 12 Child Development

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

The changes in compensation are as follows:

- Effective July 1, 2021, ongoing 2% increase on the salary schedule
- Effective January 1, 2022, revised salary schedule of certain ranges and steps to reflect \$15 minimum wage increase. Reflective of a 0.31% increase.
- Effective March 1, 2022, ongoing 1.5% increase on the salary schedule
- Effective for the 2021-22 Fiscal Year, additional of Juneteenth as a recognized paid holiday. Reflective of a 0.34% increase.

-

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

- Clean up language in Article 12: Employee Benefits. It was found that language had been erroneously omitted from the agreement when it was compiled.
- Clean up language in Article 28: Layoff and Reemployment reflective of Ed Code 45117 for March 15th.

- Addition of language in Article 17: Leaves of Absence, adding new 17.11 to add Catastrophic Event Leave

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.

- By the addition of Juneteenth for the 2021-22 Fiscal Year, District calendar had previously been established, some impact to staff that work beyond the school year with respect to schedules.

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

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

- This agreement has none.

E. Source of Funding for Proposed Agreement

1. Current Year – General Fund, Child Nutrition Fund, Child Development Fund

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

- General Fund, Child Nutrition Fund, Child Development 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)

- This is not a multi-year agreement.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

Page 4 of 7

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$65,290,591
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 (Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)	\$1,958,717.73

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

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,958,717.73
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$2,750,953.00
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	\$4,709,918.55

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

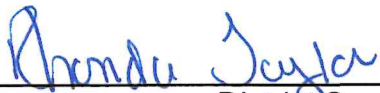
Yes

No

G. Certification

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

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



District Superintendent
(Signature)



Date



Chief Business Official
(Signature)

Date

Contact Person: Samantha Orahoo

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: 12-May-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
REVENUES:				
LCFF Sources (8010-8099)	46,278,154			46,278,154
Remaining Revenues (8100-8799)	18,727,171			18,727,171
TOTAL REVENUES	65,005,325	0	0	65,005,325
EXPENDITURES:				0
1000 Certificated Salaries	25,531,984			25,531,984
2000 Classified Salaries	9,365,699	256,170	0	9,621,869
3000 Employee Benefits	18,834,132	83,076	0	18,917,208
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)
TOTAL EXPENDITURES	64,951,345	339,246	0	65,290,591
OPERATING SURPLUS (DEFICIT)	53,980	(339,246)	0	(285,266)
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT				0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	53,980	(339,246)	0	(285,266)
BEGINNING BALANCE	12,887,318			12,887,318
CURRENT YEAR-ENDING BALANCE	12,941,298			12,602,052
COMPONENTS OF ENDING BALANCE:				
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			0
Reserve Economic Uncertainties (9789)	1,948,540	10,178		1,958,718
Unassigned/Unappropriated (9790)	3,100,377	(339,246)		2,750,953

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:

N/A

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 12, 2022

Agenda Item:

Disclosure of the Collective Bargaining Agreement for the COVID-19 Side Letter between the District and the California Employee School Association (CSEA) and its Lakeside Chapter 240.

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):

\$106,519.00 with fringe costs

Funding Source:

General Fund

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

Disclosure of Collective Bargaining Agreement

Page 1 of 7

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: CSEA Lakeside Chapter 240 Certificated: _____ Classified: X

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: 12-May-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. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$8,107,362.00	\$0.00	0.00%		0.00%		0.00%
2. Salary Schedule - Increase (Decrease)	\$8,107,362.00	\$0.00	0.00%		0.00%		0.00%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$8,107,362.00	\$80,434.00	0.99%		0.00%		0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$2,629,317.50	\$26,085.00	0.99%		0.00%		0.00%
5. Health/Welfare Benefits - Increase (Decrease)	\$2,786,054.63	\$0.00	0.00%		0.00%		0.00%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$13,522,734.13	\$106,519.00	0.79%	\$0.00	0.00%	\$0.00	0.00%
7. Total Number of Represented Employees	348.00						
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$38,858.43						

Impact on other Funds: Fund 13 Child Nutrition and Fund 12 Child Development

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

The changes in compensation are as follows:

-
- \$550 one time only stipend to 8 LVN and Health Service Technicians to be paid June 2022.
-
- For period of 08/19/21 – 06/30/22 a monthly stipend to 21 unit members to be paid June 2022 as follows: \$50 monthly stipend to School Secretary, Middle School Office and Health Assistants, and School Clerk I (10); \$75 monthly stipend for Elementary School Office and Health Assistant (9); \$100 Middle School Attendance Technician (2).
-
- For those other classified positions not identified above, a \$300 one time only stipend to be paid June 2022.
-
- All stipends are per 1.0 FTE, such that eligible employees who work less than 1.0 FTE shall be paid the stipend on a pro rata basis.
-
- District will provide 2022 Supplemental Paid Sick Leave (2022 SPSL) beginning January 1, 2022 – September 30, 2022 consistent with its obligations pursuant to Government Code section 248.6 COVID-19 2022 SPSL
-
- To account for the Sept. 30, 2021 expiration of the 2021 SPSL, the District will provide the leave balances to eligible unit members who did not exhaust their 2021 SPSL to be used for any COVID-19 leaves beginning October 1, 2021 – June 30, 2022.
-

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

- The agreement addresses various areas during the COVID-19 public health emergency such as instruction and safety.

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

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

- This agreement has none.

E. Source of Funding for Proposed Agreement

1. Current Year – General Fund (ESSER III Resource)

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

- The agreement does not have any ongoing costs to future years.

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)

- This agreement only pertains to the current fiscal year.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

Page 4 of 7

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$64,951,345
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 (Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)	\$1,948,540.35

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

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,948,540.35
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$3,100,377.00
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	\$5,049,165.17

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

Yes

No

G. Certification

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

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



District Superintendent
(Signature)

5-5-2022
Date



Chief Business Official
(Signature)

Date

Contact Person: Samantha OrahodTelephone 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: 12-May-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
REVENUES:				
LCFF Sources (8010-8099)	46,278,154			46,278,154
Remaining Revenues (8100-8799)	18,727,171			18,727,171
TOTAL REVENUES	65,005,325	0	0	65,005,325
EXPENDITURES:				0
1000 Certificated Salaries	25,531,984			25,531,984
2000 Classified Salaries	9,285,265	80,434		9,365,699
3000 Employee Benefits	18,808,047	26,085		18,834,132
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)
TOTAL EXPENDITURES	64,844,826	106,519	0	64,951,345
OPERATING SURPLUS (DEFICIT)	160,499	(106,519)	0	53,980
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT				0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	160,499	(106,519)	0	53,980
BEGINNING BALANCE	12,887,318			12,887,318
CURRENT YEAR-ENDING BALANCE	13,047,817			12,941,298
COMPONENTS OF ENDING BALANCE:				
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			0
Reserve Economic Uncertainties (9789)	1,945,345	3,195		1,948,540
Unassigned/Unappropriated (9790)	3,210,091	(106,519)		3,100,377

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:

N/A

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/2022

Agenda Item:

Approval of the Tentative Agreement between the District and California School Employees Association (CSEA) and its Lakeside Chapter 240.

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

Approval is requested of the Tentative Agreement between the District and CSEA and its Lakeside Chapter 240 to fully resolve 2021-22 reopener negotiations. The tentative agreement includes a 2% on schedule increase from July 1, 2021 and an additional 1.5% on schedule increase from March 1, 2022. A new base salary schedule to address the minimum wage increase which was effective January 1, 2022. Clean up language was included for Article 12: Employee Benefits, however no changes to health benefits were negotiated for 2021-22. A new Catastrophic Leave portion of Article 17: Leaves of Absences was added. An additional holiday, the observance of Juneteenth (6/19) was added to the Article 18: Holidays. Cleanup language in Article 28: Layoff and Reemployment reflects changes to Education Code.

Fiscal Impact (Cost):

See Collective Bargaining Disclosure

Funding Source:

General Fund, Child Nutrition, Child Development

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

TENTATIVE AGREEMENT
between the
Lakeside Union School District
to the
California School Employees Association and its Lakeside Chapter
No. 240

To Fully Resolve 2021-2022 School Year Reopeners

April 27, 2022

The Lakeside Union School District and the California School Employees Association and its Lakeside Chapter No. 240 (CSEA) 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 10: SALARIES, as follows:

ARTICLE 10: SALARIES

10.1 The District will provide a two percent (2%) increase on the 2020-2021 salary schedule of the Agreement effective July 1, 2021 through December 31, 2021. After December 31, 2021, the 2020-2021 salary schedule attached to the 2019-2022 Agreement shall be discontinued.

Effective January 1, 2022, the salary schedule attached below as Appendix A shall be implemented with a two percent (2%) increase. [This two percent (2%) increase shall not compound with the increase effective July 1, 2021, but rather, maintains the increase effective July 1, 2021 with the change to the salary schedule attached below as Appendix A.]

The District will also provide a one and one-half percent (1.5%) increase to the salary schedule attached below as Appendix A effective 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 10.1.]

Page 1 of 10

For CSEA: DM For CSEA: [Signature]
For LUSD: [Signature]

[With the January 1, 2022 implementation of the salary schedule attached below of Appendix A, amend Recognition for classifications assigned to Ranges 7, 8, 9, 10, 11, and 12, which shall be increased by one range effective January 1, 2022, as follows:]

2020-2021 Range	Range Effective January 1, 2022
7	8
8	9
9	10
10	11
11	12
12	13

[No other changes to Article 10: SALARIES.]

The Parties agree to amend Article 12: EMPLOYEE BENEFITS, as follows:

ARTICLE 12: EMPLOYEE BENEFITS

[HISTORICAL NOTE: Article 12.3 was never bargained out of the Parties' agreements, but was erroneously omitted from the agreement when it was compiled. Please see Parties' 2016-2019 Agreement, 2017-2018 Reopener Amendment, 2018-2019 Reopener Amendment, and the May 7, 2020 Tentative Agreement resolving successor agreement negotiations.]

~~12.3 Effective upon final ratification of this Agreement by both parties, bargaining unit members shall not be required to pay health premiums of \$60 each month (for ten out of twelve months) for the remainder of the 2017 calendar year.~~

Effective January 1, 2018, bargaining unit members eligible for health care shall pay the following health care contributions for each month (for ten out of twelve months):

Employee only \$60

Page 2 of 10

For CSEA: DM

For CSEA: [Signature]

For LUSD: [Signature]

Employee + 1	\$60
Family	\$75

12.4 The District's maximum contribution annually in any twelve-month period, or prorated portion thereof, to the total cost of medical coverage provided under this Agreement on behalf of each eligible unit member who is entitled to receive such benefits, shall be as follows:

Employee only	\$7,740.00
Employee + 1	\$15,270.00
Family	\$21,410.00

Any amounts in excess of the maximum District contribution shall be paid for by the unit members by monthly payroll deduction in equal amounts (which shall be in addition to the employee monthly health care contributions of either \$60 or \$75 as listed above).

If the cost of the District's Kaiser and/or UHC Network 1 health care plans exceeds the specific maximum contribution paid by the District, the District will pay 50% of the increased cost and the employee will pay 50% of the increased cost.

[No additional changes to Article 12: EMPLOYEE BENEFITS except to ensure correct numbering throughout given the inadvertent omission of Article 12.3.]

The Parties agree to amend Article 17: LEAVES OF ABSENCE as follows:




ARTICLE 17: LEAVES OF ABSENCE

17.11 Catastrophic Event Leave

17.11.1 Upon written request, the Superintendent or designee may authorize a permanent employee to donate up to a maximum of ten (10) workdays of eligible leave credits to another permanent employee pursuant to Education Code section 44043.5 when that employee or employee's family member suffers from a catastrophic illness or injury. Each request will be considered on a case-by-case basis, considering both the circumstances of the employee and any operational constraints of the District. The donation and receipt of such sick leave credits are subject to the following conditions:

17.11.1.1 "Catastrophic illness or injury" is defined to mean an illness or injury that is expected to incapacitate an employee or a member of the employee's family for an extended period of time, which incapacity requires the bargaining unit member to take time off from work

Page 3 of 10

For CSEA:  For CSEA: 
For LUSD: 

or care for that family member for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and any other paid time off.

17.11.1.2 “Extended period of time” is defined to mean more than ten (10) consecutive workdays.

17.11.1.3 “Eligible leave credits” are defined to mean sick leave accrued to the donating employee, to the extent that the employee is otherwise eligible for such leave. An employee cannot donate future sick leave that has not been accrued, and cannot donate sick leave which will result in the employee having less than ten (10) accumulated sick leave days. Nothing in these provisions on catastrophic leave expands the purposes for which sick leave can be used under other applicable provisions of this Agreement or applicable law.

17.11.1.4 “Family member” is defined to mean the employee’s spouse, domestic partner, parents, parents-in-law, siblings and children. “Parent,” for purposes of this leave, includes “biological, foster, or adoptive parents, a step parent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child, or a spouse’s parent.” “Child” includes biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person *in loco parentis*.

17.11.2 The employee who is, or whose family member is, suffering from a catastrophic illness or injury and who is requesting that eligible leave credits be donated:

17.11.2.1 Must request in writing to the District office that eligible leave credits be donated. The request must be submitted at least ten (10) days before the employee wishes to use the donated leave credits.

17.11.2.2 Must provide written verification of the catastrophic injury or illness by a physician to include the anticipated length of disability.

17.11.2.3 Must use all leave credit that he or she continues to accrue on a monthly basis before receiving paid leave credits that are donated under this provision.

17.11.3 An employee who chooses to donate eligible leave credits:

17.11.3.1 Must provide written notice to the Superintendent or designee of the intent to transfer the eligible leave credits.

17.11.3.2 Must donate eligible leave credits of a minimum of the definition of a total workday for the employee who is, or whose family member is, suffering from a catastrophic illness or injury and who is requesting that eligible leave credits be donated.

17.11.3.3 Must acknowledge in writing to the Superintendent or designee that the employee understands that he or she cannot revoke the donation of the eligible leave credits because all transfers of eligible leave credits are irrevocable and binding. The donating employee must sign and date this acknowledgment.

17.11.3.4 Although more than one employee may donate eligible leave credits to the requesting employee, the cumulative maximum number of workdays the requesting employee may receive is sixty (60) workdays per school year, and the maximum number of workdays donated by any employee shall be ten (10) per school year.

17.11.3.5 The Executive Director of Human Resources will verify eligibility to receive leave credits due to the employee's (or his or her family member's) catastrophic illness or injury. A decision that an employee is not eligible to receive donated leave credits is not subject to the Grievance Procedure; however, the decision may be submitted to the Superintendent and Association President for review.

[No additional changes to Article 17: LEAVES OF ABSENCE.]

The Parties agree to amend Article 18: HOLIDAYS as follows:

ARTICLE 18: HOLIDAYS

18.1 Scheduled Holidays: Effective July 1, 2021, the District agrees to provide all employees in the bargaining unit, including Child Care Personnel, with 16 paid holidays as follows:

Independence Day (July 4)
Labor Day
Admission Day (or day in lieu of)
Veterans Day (observed on November 11)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day (observed December 25, plus 2 designated local holidays)
New Year's Day (January 1)
Martin Luther King Day
Lincoln's Birthday (observed in February)
Washington's Birthday (observed in February)
Good Friday
Memorial Day (observed in May)
June 19th (known as "Juneteenth")


18.2 Additional Holidays: Every day appointed by the President or Governor of this State, as provided for in subdivisions (b) and (c) of Education Code Section 37220 for a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under Education Code Sections 1318 or 37222 for classified employees, shall be a paid holiday for all employees in the bargaining unit.

[No additional changes to Article 18: HOLIDAYS.]

The Parties agree to amend Article 28: LAYOFF AND REEMPLOYMENT:

ARTICLE 28: LAYOFF AND REEMPLOYMENT

28.1 Reason for Layoff: Layoff of bargaining unit employees shall occur only for lack of work and/or lack of funds.

 **28.2 Notice of Layoff:** Bargaining unit employees shall be given notice of layoff as authorized by law. The District shall provide reasonable notice of any planned layoff to the Association.




28.3 Reduction Hours: Any involuntary reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.

28.4 Order of Layoff: Pursuant to Education Code section 45308(a) classified employees shall be subject to layoff for lack of work or lack of funds. If a classified employee is laid off, the order of layoff and displacement rights shall be based on date of hire in class, plus higher classes. In the event of a tie in length of service within the class plus higher classes, the classified employee with the least District seniority shall be laid off first. If a tie still exists, layoff shall be conducted by lot in the presence of the Association President or designee.

28.5 Bumping Rights: An employee laid off from his or her present class may in order to avoid layoff, bump into the next lowest class in which the employee has greatest seniority. The employee may continue to bump to lower classes to avoid layoff.

28.6 Layoff in Lieu of Bumping: An employee who elects a layoff in lieu of bumping maintains reemployment rights under this agreement.

28.7 Reemployment Rights: Employees who have been laid off because of lack of work and/or lack of funds are eligible for reemployment for a period of thirty-nine (39) months. During that time and in accordance with their seniority within the class in which the vacancy occurs, they will be reemployed in preference to new applicants. If the employee refuses a

For CSEA:  For CSEA: 
For LUSD: 

reemployment offer, he/she shall not be eligible for further preferred consideration. A refusal shall not preclude an employee from future employment with the District. Reemployment shall be made in the reverse order of layoffs within each job classification. Those employees in the bargaining unit who have completed a probationary period shall be reemployed without having to serve an additional probationary period.

28.8 Voluntary Demotion or Voluntary Reduction in Hours: Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

28.9 Retirement in Lieu of Layoff: Any employee in the bargaining unit may elect to accept a service retirement from the Public Employees Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff for lack of work and/or lack of funds. If the employee is offered, and accepts in writing, an appropriate vacant position, the District shall maintain the vacancy until the Board of Administration has properly processed the employee's request for reinstatement from retirement.

28.9.1 An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.

28.10 The District will prepare a seniority roster consistent with Article 28.4. Thereafter, at least once per school year and at least sixty calendar (60) days prior to any classified layoff the District will make available to the Association an updated seniority roster.

28.11 Notification of Reemployment Opening: Notification of recall shall be made by personal contact or certified mail to the employee's last known mailing address. The employee must indicate acceptance of the job offer within five (5) District Office business days after receipt of the notification, and arrange the time for the unit member's return to work. The unit member must, however, be available within fifteen (15) District Office business days of receipt of the notice.

28.12 Improper Lay Off: An employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

28.13 Impacts and Effects: The District and the Association agree that the above provisions

in this Article represent the agreement between the parties concerning layoff, voluntary reduction in hours in lieu of layoff and the impacts and effects of such matters. Upon written request of the Association, the parties will meet to discuss the potential implications of any planned layoff.

[No other changes to Article 28: LAYOFF AND REEMPLOYMENT.]

WAIVER OF CLAIMS

In addition to the above, the parties agree as follows:

This Amendment fully and finally settles all issues relating to the observance of Juneteenth during the 2020-2021 and 2021-2022 school years in any and all forums, including but not limited to any claims for back pay, holiday pay, and interest.

Dated: 4-27-22

By: [Signature]
For CSEA

Dated: 4-27-2022

By: [Signature]
For CSEA

Dated: 4/27/22

By: [Signature]
For Lakeside Union School District

Date Ratified by the Lakeside Union School District's Governing Board: _____

ATTACHMENTS:

For CSEA: [Signature] For CSEA: [Signature]
For LUSD: [Signature]

APPENDIX A

Page 9 of 10

For CSEA: 

For CSEA: 

For LUSD: 

App A Orig

	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
8	2,600	15.00	2,635	15.20	2,678	15.45	2,735	15.78	2,768	16	2,893	16.69	2,965	17.11
9	2,609	15.05	2,652	15.30	2,695	15.55	2,746	15.84	2,844	16	2,965	17.11	3,043	17.55
10	2,626	15.15	2,666	15.38	2,718	15.68	2,771	15.99	2,898	17	3,037	17.52	3,106	17.92
11	2,635	15.20	2,676	15.44	2,721	15.70	2,844	16.41	2,965	17	3,106	17.92	3,189	18.40
12	2,643	15.25	2,695	15.55	2,775	16.01	2,904	16.75	3,047	18	3,184	18.37	3,263	18.83
13	2,652	15.30	2,702	15.59	2,832	16.34	2,949	17.01	3,081	18	3,226	18.61	3,302	19.05
14	2,662	15.36	2,768	15.97	2,881	16.62	3,021	17.43	3,148	18	3,288	18.97	3,373	19.46
15	2,702	15.59	2,832	16.34	2,949	17.01	3,081	17.78	3,225	19	3,360	19.38	3,445	19.87
16	2,768	15.97	2,881	16.62	3,021	17.43	3,148	18.16	3,288	19	3,444	19.87	3,528	20.35
17	2,832	16.34	2,949	17.01	3,081	17.78	3,225	18.61	3,360	19	3,505	20.22	3,594	20.73
18	2,881	16.62	3,021	17.43	3,148	18.16	3,288	18.97	3,444	20	3,588	20.70	3,675	21.20
19	2,949	17.01	3,081	17.78	3,225	18.61	3,360	19.38	3,505	20	3,671	21.18	3,767	21.73
20	3,021	17.43	3,148	18.16	3,288	18.97	3,444	19.87	3,588	21	3,758	21.68	3,850	22.21
21	3,081	17.78	3,225	18.61	3,360	19.38	3,505	20.22	3,670	21	3,839	22.15	3,939	22.73
22	3,148	18.16	3,288	18.97	3,444	19.87	3,588	20.70	3,758	22	3,925	22.64	4,028	23.24
23	3,225	18.61	3,360	19.38	3,505	20.22	3,670	21.17	3,839	22	4,007	23.11	4,111	23.71
24	3,288	18.97	3,444	19.87	3,588	20.70	3,758	21.68	3,925	23	4,107	23.69	4,207	24.27
25	3,360	19.38	3,505	20.22	3,670	21.17	3,839	22.15	4,007	23	4,195	24.20	4,302	24.82
26	3,444	19.87	3,588	20.70	3,758	21.68	3,925	22.64	4,107	24	4,301	24.82	4,406	25.42
27	3,505	20.22	3,670	21.17	3,839	22.15	4,007	23.11	4,195	24	4,398	25.37	4,507	26.00
28	3,588	20.70	3,758	21.68	3,925	22.64	4,107	23.69	4,301	25	4,480	25.85	4,596	26.53
29	3,670	21.17	3,839	22.15	4,007	23.11	4,195	24.20	4,398	25	4,598	26.53	4,714	27.20
30	3,758	21.68	3,925	22.64	4,107	23.69	4,301	24.82	4,480	26	4,685	27.03	4,809	27.75
31	3,839	22.15	4,007	23.11	4,195	24.20	4,398	25.37	4,596	27	4,805	27.73	4,920	28.38
32	3,925	22.64	4,107	23.69	4,301	24.82	4,480	25.85	4,685	27	4,920	28.38	5,045	29.11
33	4,014	23.16	4,214	24.31	4,412	25.45	4,623	26.67	4,847	28	5,089	29.36	5,211	30.06
34	4,113	23.73	4,315	24.89	4,520	26.07	4,745	27.38	4,971	29	5,211	30.06	5,347	30.85
35	4,224	24.37	4,417	25.48	4,628	26.70	4,852	27.99	5,094	29	5,340	30.81	5,479	31.56
36	4,315	24.89	4,520	26.07	4,745	27.38	4,971	28.68	5,211	30	5,457	31.48	5,597	32.29
37	4,417	25.48	4,628	26.70	4,851	27.99	5,095	29.39	5,341	31	5,597	32.29	5,737	33.10
38	6,008	34.66	6,228	35.93	6,446	37.19	6,666	38.46	6,887	40	7,103	40.98	7,325	42.26

For CSEA:  For CSEA: For LUSD: 

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/2022

Agenda Item:

Side Letter of Agreement between the District and California School Employees Association (CSEA) and its Lakeside Chapter 240.

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

Approval is requested of the attached side letter of agreement between the District and CSEA and its Lakeside Chapter 240 in regards to the COVID-19 Public Health Emergency. The agreement addresses safety, leaves, compensation and other miscellaneous items pertaining to the novel coronavirus (COVID-19) and LUSD's schools and staff. The agreement is in effect for the 2021-22 school year. Costs associated with the side letter are detailed in the Collective Bargaining agreement.

Stipends are proposed per unit member, with various amounts depending on position. Majority of unit members will receive \$300 prorated based on FTE for the year. 21 unit members will receive a stipend based on position and duties during the COVID-19 Public Health Emergency as detailed in the side letter of agreement (LVN's, Health Service Technician, School Secretary, School Office and Health Assistant, School Clerk 1, Middle School Attendance Technician).

The Supplemental Paid Sick Leave (SPSL 2021 and SPSL 2022) are both addressed in the side letter as related to COVID related absences.

The terms of the agreement expire on June 30, 2022, with the exception of leaves expiring September 30, 2022.

Fiscal Impact (Cost):

See Collective Bargaining Disclosure

[Click here to enter text.](#)

Funding Source:

N/A

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

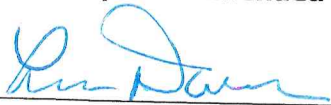
☒ **Approval**

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

☐ **Adoption**

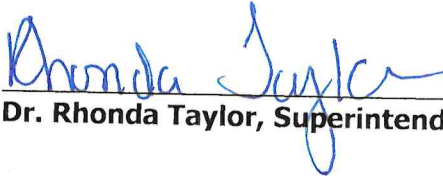
Originating Department/School: Business Services

Submitted/Recommended By:



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 AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ("CSEA") AND ITS CHAPTER NO. 240

April 27, 2022

This Side Letter of Agreement (hereinafter "Agreement") is entered into by and between the Lakeside Union School District (hereinafter "District") and the California School Employees Association and its Lakeside Chapter No. 240 (hereinafter "CSEA") regarding the changes to District schools as a result of the novel coronavirus (COVID-19) public health emergency, including the changes to independent study as a result of AB 130.

The District and CSEA agree as follows:

Safety

1. The District shall provide a safe working environment and shall implement health and safety protocols consistent with the operative State and County Health Officer order(s). The District shall also monitor and consider school specific guidance issued by the California Department of Public Health and safety guidelines published by the California Department of Education. The District may update its COVID-19 Prevention Plan(s) to stay current with expert advice regarding the prevention of COVID-19.
2. When unit members are required to physically report to work, the District and unit members will follow the operative San Diego County Health Officer order(s) as applicable to public schools and staff, including required testing and screening measures, face covering requirements, vaccination requirements, and contact tracing protocols.
3. The District and CSEA understand and agree that the District may be legally required to periodically test employees for COVID-19 and that when required by the District, employees will submit to such tests, and such tests will be provided at no cost to employees. Employees shall be provided release time, as necessary, to undergo COVID-19 testing for purposes of employment.
4. The District will not collect or record any medical data or health-related information from unit members except when it is required to do so in order to demonstrate compliance with

Page 1 of 6

For CSEA: DM For CSEA: Jr
For LUSD: BA

the law and public health orders. Any information or data that the District collects from unit members will be treated as confidential medical information that is protected under state privacy laws.

5. As soon as practicably possible, unit members shall report to their supervisor in writing any concern regarding an unsafe condition, serious injury, or illness in connection with their employment. The District shall investigate said reported unsafe condition and as appropriate, advise the employee of any finding(s) and corrective action(s).

Leaves

6. Subject to District approval, unit members shall have the ability to use leave consistent with the current law and the District's operational needs.
7. The District will not discharge, discipline, or discriminate against employees who lawfully take paid sick leave.
8. In the event a CSEA bargaining-unit employee is exposed to COVID-19, tests positive for COVID-19, or presents with symptoms of COVID-19 (fever, cough, or difficulty breathing) such unit member shall not report to work and shall use the appropriate, available leave for time off work relating to such symptoms.
9. The District shall provide supplemental paid sick leave to unit members consistent with its obligations pursuant to Government Code section 248.6 COVID-19 2022 supplemental paid sick leave (2022 SPSL). Government Code section 248.6 provides that the 2022 SPSL is available from January 1, 2022 through September 30, 2022.
10. To account for the September 30, 2021 expiration of the 2021 COVID-19 Supplemental Paid Sick Leave (2021 SPSL), the District will provide leave to eligible unit members as follows:
 - a. Unit members will be entitled to use this leave in an amount equivalent to the number of days of leave that they did not exhaust under the 2021 SPSL by September 30, 2021 and up to a maximum of 10 regular workdays.
 - i. Unit members who exhausted 2021 SPSL leave by September 30, 2021 and are absent from work due to COVID-19 shall not be entitled to additional leave pursuant to Paragraph 10 of this Agreement and are entitled to use leaves available to them pursuant to Government Code section 248.6 and the parties' 2019-2022 collective bargaining agreement.

- ii. Unit members shall be paid at their regular rate while on leave pursuant to Paragraph 10 of this Agreement.
- b. Unit members unable to work or telework may use leave pursuant to Paragraph 10 of this Agreement for the following reasons only:
 - i. **Quarantine/Isolation** - Unit members subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidance of the State Department of Public Health, the federal Centers for Disease Control and Prevention, or a local public health officer who has jurisdiction over the workplace. If the unit member is subject to more than one of the foregoing, the unit member shall be permitted to use COVID-19 supplemental paid sick leave for the minimum quarantine or isolation period under the order or guidance that provides for the longest such minimum period.
 - ii. **Caring for Oneself** - Unit members who have been advised by a health care provider to isolate or quarantine due to COVID-19.
 - iii. **Vaccine Related** - Unit members who are attending a COVID-19 vaccine appointment or booster appointment for themselves or their family member, up to a maximum of 3 days or 24-hours, unless the employee provides verification from a health care provider that the unit member or their family member is continuing to experience symptoms related to a COVID-19 vaccine or vaccine booster.
 - iv. **Caring for Symptomatic Self or Others** - Unit members who are experiencing symptoms, or caring for a family member experiencing symptoms, related to a COVID-19 vaccine or vaccine booster that prevent the employee from being able to work or telework.
 - v. **COVID-19 Symptoms** - Unit members experiencing symptoms of COVID-19 and seeking a medical diagnosis.
 - vi. **Caring for a Family Member** - Unit members who are caring for a family member who is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidance of the State Department of Public Health, the federal Centers for Disease Control and Prevention, or a local public health officer who has jurisdiction over the workplace.
- c. Leave pursuant to Paragraph 10 of this Agreement shall be available to eligible unit members for the period of October 1, 2021 through June 30, 2022.

For CSEA: DM For CSEA: J

For LUSD: fr

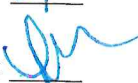
- d. As used in Paragraph 10, "family member" means any of the following:
- i. A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - ii. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - iii. A spouse.
 - iv. A registered domestic partner.
 - v. A grandparent.
 - vi. A grandchild.
 - vii. A sibling.
- e. Unit members whose first day of District employment is after September 30, 2021 shall receive a maximum of 5 regular workdays of leave pursuant to Paragraph 10 of this Agreement.
- f. Unit members eligible for leave pursuant to this section may draw this leave prior to other forms of paid or unpaid leave, including the 2022 SPSL pursuant to Government Code section 248.6.

Compensation

11. The District will issue a one-time, only stipend in the amount of five hundred fifty dollars (\$550) to the eight (8) unit members employed in the classification of Licensed Vocational Nurse and Health Service Technician who perform contact tracing during the months of August 2021 through June 2022. The parties understand and agree that such one-time stipend shall be paid to eligible employees in June 2022.
12. For the period of August 19, 2021 through June 30, 2022, the District will provide a monthly stipend to twenty one (21) unit members who are assigned by the District to and satisfactorily prepare reports for synchronous instruction, live interaction, participation reports, and other attendance, recording, and reporting work associated with independent study, subject to the following compensation rules:

Page 4 of 6

For CSEA:  For CSEA: 

For LUSD: 

- a. Classifications of unit members eligible for this stipend are limited to:
 - i. School Secretary, School Office and Health Assistant, and School Clerk I assigned to an Elementary School or Middle School, and
 - ii. Attendance Technician assigned to a Middle School;
- b. Each 1.0 FTE eligible School Secretary, Middle School Office and Health Assistant, School Clerk I shall receive a monthly stipend in the amount of fifty dollars (\$50);
- c. Each 1.0 FTE eligible Elementary School Office and Health Assistant shall receive a monthly stipend in the amount of seventy-five dollars (\$75), and
- d. Each 1.0 FTE Middle School Attendance Technician shall receive a monthly stipend in the amount of one hundred dollars (\$100).

The parties understand and agree that such monthly stipends are per 1.0 FTE, such that eligible employees who work less than 1.0 FTE shall be paid the stipend on a pro rata basis. All monthly stipends shall be paid to eligible employees in June 2022.

13. CSEA and the District recognize that during the 2021-2022 school year, classified unit members' work has been impacted by the changes due to COVID-19, AB-130, and the applicable health and safety orders. Accordingly, the District will issue a one-time, only, stipend in the amount of three hundred dollars (\$300.00) to any classified unit member regularly scheduled to work 1.0 Full Time Equivalent ("FTE") (8 hours per day/5 days per week). Unit members regularly scheduled to work less than 1.0 FTE shall be eligible for such stipend on a prorated FTE basis. To be eligible for a stipend pursuant to this paragraph, unit members must have been employed and reporting to work to perform their duties during at least seventy-five percent (75%) of the workdays during the 2021-2022 school year. Stipends pursuant to this paragraph shall be subject to applicable payroll taxes and deductions and issued within forty-five (45) days of Board ratification of this Agreement. Unit members eligible for stipends pursuant to paragraphs 11 or 12, above, shall not be eligible for a stipend pursuant to this paragraph 13.

Miscellaneous

14. All components of the operative Collective Bargaining Agreement between the District and CSEA not addressed by the terms of this Agreement shall remain in full effect.

15. The District and CSEA agree that the Grievance Procedure set forth in Article 14 of the CBA shall apply to this Agreement.
16. The terms of this Agreement shall expire June 30, 2022, or when the public health emergency due to COVID-19 ends, whichever occurs first.
17. The contents of this Agreement represents the sole and only agreement of the Parties as to all issues related to its contents, and neither Party has relied upon any representations by the other which are not set forth in this Agreement.
18. This Agreement is non-precedent setting. This Agreement resolves any and all negotiable effects of the COVID-19 public health emergency, including the changes to independent study as a result of AB 130, through the term of this Agreement. The District and CSEA reserve the right to negotiate any impacts and effects in the 2021-2022 school year unrelated to AB 130 or the COVID-19 public health emergency.
19. This Agreement is subject to ratification by the District's Governing Board and CSEA's internal process.

Dated: 4-27-22

By: [Signature]
For CSEA

Dated: 4/27/2022

By: Joni Collins
For CSEA

Dated: 4/27/2022

By: [Signature]
For Lakeside Union School District

Date Ratified by the Lakeside Union School District's Governing Board: _____

For CSEA: [Signature] For CSEA: [Signature]

For LUSD: [Signature]

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/2022

Agenda Item:

Approval of the attached classified salary schedules for 2021-22.

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

Approval is requested of the following classified salary schedules:

*Effective July 1, 2021(with 2% increase)

*Effective January 1, 2022 (revised salary schedule due to new minimum wage increase)

*Effective March 1, 2022 (with additional 1.5% increase)

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:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

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

☐ **Adoption**

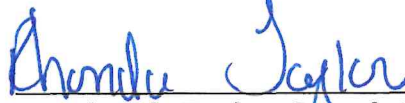
Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

Lakeside Union School District

Classified Employees Salary Schedule

Effective July 1, 2021

RNG	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7	
	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR
1	1,975	11.39	2,054	11.85	2,151	12.41	2,251	12.99	2,351	13.56	2,455	14.16	2,520	14.54
2	2,009	11.59	2,102	12.13	2,198	12.68	2,301	13.28	2,406	13.88	2,520	14.54	2,579	14.88
3	2,065	11.91	2,153	12.42	2,262	13.05	2,357	13.60	2,463	14.21	2,581	14.89	2,654	15.31
4	2,117	12.21	2,206	12.73	2,309	13.32	2,412	13.92	2,523	14.55	2,637	15.21	2,705	15.61
5	2,155	12.43	2,265	13.07	2,360	13.62	2,473	14.26	2,585	14.91	2,702	15.59	2,765	15.95
6	2,206	12.73	2,309	13.32	2,412	13.92	2,523	14.55	2,637	15.21	2,755	15.89	2,830	16.32
7	2,475	14.28	2,475	14.28	2,522	14.55	2,636	15.21	2,756	15.90	2,890	16.67	2,959	17.07
8	2,475	14.28	2,475	14.28	2,578	14.87	2,696	15.55	2,824	16.29	2,951	17.02	3,025	17.45
9	2,475	14.28	2,526	14.57	2,660	15.35	2,765	15.95	2,901	16.73	3,025	17.45	3,104	17.90
10	2,485	14.33	2,579	14.88	2,715	15.67	2,827	16.31	2,956	17.05	3,097	17.87	3,168	18.28
11	2,531	14.60	2,642	15.24	2,776	16.01	2,901	16.73	3,025	17.45	3,168	18.28	3,252	18.76
12	2,590	14.94	2,717	15.67	2,831	16.33	2,962	17.09	3,108	17.93	3,248	18.74	3,328	19.20
13	2,643	15.25	2,756	15.90	2,888	16.66	3,008	17.35	3,143	18.13	3,290	18.98	3,368	19.43
14	2,715	15.67	2,824	16.29	2,938	16.95	3,082	17.78	3,211	18.52	3,353	19.35	3,441	19.85
15	2,756	15.90	2,888	16.66	3,008	17.35	3,143	18.13	3,290	18.98	3,427	19.77	3,513	20.27
16	2,824	16.29	2,938	16.95	3,082	17.78	3,211	18.52	3,353	19.35	3,512	20.26	3,599	20.76
17	2,888	16.66	3,008	17.35	3,143	18.13	3,290	18.98	3,427	19.77	3,575	20.62	3,665	21.15
18	2,938	16.95	3,082	17.78	3,211	18.52	3,353	19.35	3,512	20.26	3,660	21.12	3,749	21.63
19	3,008	17.35	3,143	18.13	3,290	18.98	3,427	19.77	3,575	20.62	3,744	21.60	3,842	22.17
20	3,082	17.78	3,211	18.52	3,353	19.35	3,512	20.26	3,660	21.12	3,833	22.11	3,927	22.65
21	3,143	18.13	3,290	18.98	3,427	19.77	3,575	20.62	3,743	21.60	3,916	22.59	4,018	23.18
22	3,211	18.52	3,353	19.35	3,512	20.26	3,660	21.12	3,833	22.11	4,004	23.10	4,109	23.70
23	3,290	18.98	3,427	19.77	3,575	20.62	3,743	21.60	3,916	22.59	4,087	23.58	4,193	24.19
24	3,353	19.35	3,512	20.26	3,660	21.12	3,833	22.11	4,004	23.10	4,189	24.17	4,291	24.75
25	3,427	19.77	3,575	20.62	3,743	21.60	3,916	22.59	4,087	23.58	4,279	24.69	4,388	25.32
26	3,512	20.26	3,660	21.12	3,833	22.11	4,004	23.10	4,189	24.17	4,387	25.31	4,495	25.93
27	3,575	20.62	3,743	21.60	3,916	22.59	4,087	23.58	4,279	24.69	4,486	25.88	4,598	26.52
28	3,660	21.12	3,833	22.11	4,004	23.10	4,189	24.17	4,387	25.31	4,569	26.36	4,690	27.06
29	3,743	21.60	3,916	22.59	4,087	23.58	4,279	24.69	4,486	25.88	4,690	27.06	4,809	27.74
30	3,833	22.11	4,004	23.10	4,189	24.17	4,387	25.31	4,569	26.36	4,779	27.57	4,906	28.30
31	3,916	22.59	4,087	23.58	4,279	24.69	4,486	25.88	4,690	27.06	4,901	28.28	5,018	28.95
32	4,004	23.10	4,189	24.17	4,387	25.31	4,569	26.36	4,779	27.57	5,018	28.95	5,146	29.69
33	4,094	23.62	4,298	24.80	4,500	25.96	4,715	27.20	4,944	28.52	5,191	29.95	5,315	30.67
34	4,195	24.20	4,401	25.39	4,610	26.60	4,840	27.92	5,070	29.25	5,315	30.67	5,454	31.46
35	4,308	24.86	4,505	25.99	4,720	27.23	4,948	28.55	5,197	29.98	5,448	31.43	5,581	32.20
36	4,401	25.39	4,610	26.60	4,840	27.92	5,070	29.25	5,315	30.67	5,566	32.11	5,709	32.93
37	4,505	25.99	4,720	27.23	4,948	28.55	5,197	29.98	5,448	31.43	5,709	32.93	5,851	33.76
38	6,128	35.35	6,353	36.65	6,575	37.93	6,799	39.23	7,024	40.52	7,245	41.80	7,471	43.10

Salary Schedule Footnotes on following page.

Board Approval:

Lakeside Union School District

Classified Employees Salary Schedule

Effective July 1, 2021

STEP INCREASES:	<p>All bargaining unit members progress one step annually on July 1.</p> <p>All bargaining unit members hired after December 31, 2019 and with hire dates on January 1 to June 30 shall move to the next step annually on July 1 directly after their corresponding hire date anniversary.</p> <p>All unit members hired on or after July 1, 2020 with hire dates on July 1 to December 31, shall move to the next step annually on July 1 directly before their corresponding hire date anniversary.</p>
HOURLY RATES:	<p>Are determined by dividing the annual salary by 2,080.</p>
DAILY RATES:	<p>Are determined by dividing the monthly salary by 21.67.</p>
ANNIVERSARY INCREMENT:	<p>Beginning with the 10th year of continuous employment, 5% per month will be added to employees' salary. An additional 5% of the base salary will be added every five years thereafter per Article 10.9 of the contract.</p> <p>Longevity: The District shall provide additional compensation for longevity as follows:</p> <p>Bargaining unit employees hired before September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule. Bargaining unit employees hired on or after September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule except that longevity Anniversary Increments shall cease after the bargaining unit employees' 25th year.</p> <p>Anniversary increments are aligned to July 1 such that all unit members receive credit for a year of employment annually on July 1.</p> <p>All bargaining unit members hired after December 31, 2019 and with hire dates on January 1 to June 30 shall receive credit for one year of employment annually on July 1 directly after their corresponding hire date anniversary.</p> <p>All unit members hired on or after July 1, 2020 with hire dates on July 1 to December 31, shall receive one year's credit annually on July 1 directly before their corresponding hire date anniversary.</p> <p>The parties agree that seniority shall not be affected by any of the above changes.</p>
DIFFERENTIAL PAY:	<p>Employees whose normal work day requires employment after 6:00 p.m. but before 5:00 a.m. shall receive a 2.0% shift differential for each hour regularly scheduled and actually worked during these hours. Custodians shall be eligible for this shift differential beginning at 5:00 p.m.</p>

Lakeside Union School District

Classified Employees Salary Schedule

Effective January 1, 2022

	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7	
RNG	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR
8	2,652	15.30	2,688	15.51	2,732	15.76	2,790	16.09	2,824	16.29	2,951	17.02	3,025	17.45
9	2,661	15.35	2,705	15.61	2,749	15.86	2,801	16.16	2,901	16.73	3,025	17.45	3,104	17.90
10	2,679	15.45	2,719	15.69	2,772	15.99	2,827	16.31	2,956	17.05	3,097	17.87	3,168	18.28
11	2,688	15.51	2,730	15.75	2,776	16.01	2,901	16.73	3,025	17.45	3,168	18.28	3,252	18.76
12	2,696	15.55	2,749	15.86	2,831	16.33	2,962	17.09	3,108	17.93	3,248	18.74	3,328	19.20
13	2,705	15.61	2,756	15.90	2,888	16.66	3,008	17.35	3,143	18.13	3,290	18.98	3,368	19.43
14	2,715	15.67	2,824	16.29	2,938	16.95	3,082	17.78	3,211	18.52	3,353	19.35	3,441	19.85
15	2,756	15.90	2,888	16.66	3,008	17.35	3,143	18.13	3,290	18.98	3,427	19.77	3,513	20.27
16	2,824	16.29	2,938	16.95	3,082	17.78	3,211	18.52	3,353	19.35	3,512	20.26	3,599	20.76
17	2,888	16.66	3,008	17.35	3,143	18.13	3,290	18.98	3,427	19.77	3,575	20.62	3,665	21.15
18	2,938	16.95	3,082	17.78	3,211	18.52	3,353	19.35	3,512	20.26	3,660	21.12	3,749	21.63
19	3,008	17.35	3,143	18.13	3,290	18.98	3,427	19.77	3,575	20.62	3,744	21.60	3,842	22.17
20	3,082	17.78	3,211	18.52	3,353	19.35	3,512	20.26	3,660	21.12	3,833	22.11	3,927	22.65
21	3,143	18.13	3,290	18.98	3,427	19.77	3,575	20.62	3,743	21.60	3,916	22.59	4,018	23.18
22	3,211	18.52	3,353	19.35	3,512	20.26	3,660	21.12	3,833	22.11	4,004	23.10	4,109	23.70
23	3,290	18.98	3,427	19.77	3,575	20.62	3,743	21.60	3,916	22.59	4,087	23.58	4,193	24.19
24	3,353	19.35	3,512	20.26	3,660	21.12	3,833	22.11	4,004	23.10	4,189	24.17	4,291	24.75
25	3,427	19.77	3,575	20.62	3,743	21.60	3,916	22.59	4,087	23.58	4,279	24.69	4,388	25.32
26	3,512	20.26	3,660	21.12	3,833	22.11	4,004	23.10	4,189	24.17	4,387	25.31	4,495	25.93
27	3,575	20.62	3,743	21.60	3,916	22.59	4,087	23.58	4,279	24.69	4,486	25.88	4,598	26.52
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30	3,833	22.11	4,004	23.10	4,189	24.17	4,387	25.31	4,569	26.36	4,779	27.57	4,906	28.30
31	3,916	22.59	4,087	23.58	4,279	24.69	4,486	25.88	4,690	27.06	4,901	28.28	5,018	28.95
32	4,004	23.10	4,189	24.17	4,387	25.31	4,569	26.36	4,779	27.57	5,018	28.95	5,146	29.69
33	4,094	23.62	4,298	24.80	4,500	25.96	4,715	27.20	4,944	28.52	5,191	29.95	5,315	30.67
34	4,195	24.20	4,401	25.39	4,610	26.60	4,840	27.92	5,070	29.25	5,315	30.67	5,454	31.46
35	4,308	24.86	4,505	25.99	4,720	27.23	4,948	28.55	5,197	29.98	5,448	31.43	5,581	32.20
36	4,401	25.39	4,610	26.60	4,840	27.92	5,070	29.25	5,315	30.67	5,566	32.11	5,709	32.93
37	4,505	25.99	4,720	27.23	4,948	28.55	5,197	29.98	5,448	31.43	5,709	32.93	5,851	33.76
38	6,128	35.35	6,353	36.65	6,575	37.93	6,799	39.23	7,024	40.52	7,245	41.80	7,471	43.10

Salary Schedule Footnotes on following page.

Board Approval:

STEP INCREASES: All bargaining unit members progress one step annually on July 1.

All bargaining unit members hired after December 31, 2019 and with hire dates on January 1 to June 30 shall move to the next step annually on July 1 directly after their corresponding hire date anniversary.

All unit members hired on or after July 1, 2020 with hire dates on July 1 to December 31, shall move to the next step annually on July 1 directly before their corresponding hire date anniversary.

HOURLY RATES: Are determined by dividing the annual salary by 2,080.

DAILY RATES: Are determined by dividing the monthly salary by 21.67.

ANNIVERSARY INCREMENT: Beginning with the 10th year of continuous employment, 5% per month will be added to employees' salary. An additional 5% of the base salary will be added every five years thereafter per Article 10.9 of the contract.

Longevity: The District shall provide additional compensation for longevity as follows:

Bargaining unit employees hired before September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule. Bargaining unit employees hired on or after September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule except that longevity Anniversary Increments shall cease after the bargaining unit employees' 25th year.

Anniversary increments are aligned to July 1 such that all unit members receive credit for a year of employment annually on July 1.

All bargaining unit members hired after December 31, 2019 and with hire dates on January 1 to June 30 shall receive credit for one year of employment annually on July 1 directly after their corresponding hire date anniversary.

All unit members hired on or after July 1, 2020 with hire dates on July 1 to December 31, shall receive one year's credit annually on July 1 directly before their corresponding hire date anniversary.

The parties agree that seniority shall not be affected by any of the above changes.

DIFFERENTIAL PAY: Employees whose normal work day requires employment after 6:00 p.m. but before 5:00 a.m. shall receive a 2.0% shift differential for each hour regularly scheduled and actually worked during these hours. Custodians shall be eligible for this shift differential beginning at 5:00 p.m.

Lakeside Union School District

Classified Employees Salary Schedule

Effective March 1, 2022

	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7	
RNG	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR
8	2,692	15.53	2,728	15.74	2,773	16.00	2,832	16.34	2,866	16.53	2,995	17.28	3,070	17.71
9	2,701	15.58	2,746	15.84	2,790	16.10	2,843	16.40	2,944	16.99	3,070	17.71	3,150	18.17
10	2,719	15.68	2,760	15.92	2,814	16.23	2,869	16.55	3,000	17.31	3,144	18.14	3,216	18.55
11	2,728	15.74	2,770	15.98	2,817	16.25	2,944	16.99	3,070	17.71	3,216	18.55	3,301	19.04
12	2,736	15.79	2,790	16.10	2,873	16.58	3,006	17.34	3,154	18.20	3,297	19.02	3,378	19.49
13	2,746	15.84	2,797	16.14	2,932	16.91	3,053	17.61	3,190	18.41	3,339	19.26	3,418	19.72
14	2,756	15.90	2,866	16.53	2,982	17.20	3,128	18.05	3,259	18.80	3,404	19.64	3,492	20.15
15	2,797	16.14	2,932	16.91	3,053	17.61	3,190	18.41	3,339	19.26	3,479	20.07	3,566	20.57
16	2,866	16.53	2,982	17.20	3,128	18.05	3,259	18.80	3,404	19.64	3,565	20.57	3,653	21.07
17	2,932	16.91	3,053	17.61	3,190	18.41	3,339	19.26	3,479	20.07	3,628	20.93	3,720	21.46
18	2,982	17.20	3,128	18.05	3,259	18.80	3,404	19.64	3,565	20.57	3,715	21.43	3,805	21.95
19	3,053	17.61	3,190	18.41	3,339	19.26	3,479	20.07	3,628	20.93	3,801	21.93	3,900	22.50
20	3,128	18.05	3,259	18.80	3,404	19.64	3,565	20.57	3,715	21.43	3,890	22.44	3,985	22.99
21	3,190	18.41	3,339	19.26	3,479	20.07	3,628	20.93	3,800	21.92	3,975	22.93	4,078	23.53
22	3,259	18.80	3,404	19.64	3,565	20.57	3,715	21.43	3,890	22.44	4,064	23.44	4,170	24.06
23	3,339	19.26	3,479	20.07	3,628	20.93	3,800	21.92	3,975	22.93	4,148	23.93	4,256	24.55
24	3,404	19.64	3,565	20.57	3,715	21.43	3,890	22.44	4,064	23.44	4,252	24.53	4,355	25.13
25	3,479	20.07	3,628	20.93	3,800	21.92	3,975	22.93	4,148	23.93	4,343	25.06	4,454	25.70
26	3,565	20.57	3,715	21.43	3,890	22.44	4,064	23.44	4,252	24.53	4,453	25.69	4,562	26.32
27	3,628	20.93	3,800	21.92	3,975	22.93	4,148	23.93	4,343	25.06	4,554	26.27	4,667	26.92
28	3,715	21.43	3,890	22.44	4,064	23.44	4,252	24.53	4,453	25.69	4,638	26.76	4,761	27.46
29	3,800	21.92	3,975	22.93	4,148	23.93	4,343	25.06	4,554	26.27	4,761	27.46	4,881	28.16
30	3,890	22.44	4,064	23.44	4,252	24.53	4,453	25.69	4,638	26.76	4,850	27.98	4,979	28.73
31	3,975	22.93	4,148	23.93	4,343	25.06	4,554	26.27	4,761	27.46	4,975	28.70	5,093	29.38
32	4,064	23.44	4,252	24.53	4,453	25.69	4,638	26.76	4,850	27.98	5,093	29.38	5,223	30.13
33	4,155	23.97	4,362	25.17	4,567	26.35	4,786	27.61	5,018	28.95	5,268	30.39	5,395	31.13
34	4,258	24.56	4,467	25.77	4,679	27.00	4,913	28.34	5,146	29.69	5,395	31.13	5,536	31.94
35	4,373	25.23	4,573	26.38	4,791	27.64	5,022	28.98	5,275	30.43	5,529	31.90	5,664	32.68
36	4,467	25.77	4,679	27.00	4,913	28.34	5,146	29.69	5,395	31.13	5,650	32.59	5,794	33.43
37	4,573	26.38	4,791	27.64	5,022	28.98	5,275	30.43	5,529	31.90	5,794	33.43	5,939	34.26
38	6,220	35.88	6,448	37.20	6,674	38.50	6,901	39.81	7,129	41.13	7,354	42.43	7,583	43.75

Salary Schedule Footnotes on following page.

Board Approval:

STEP INCREASES: All bargaining unit members progress one step annually on July 1.

All bargaining unit members hired after December 31, 2019 and with hire dates on January 1 to June 30 shall move to the next step annually on July 1 directly after their corresponding hire date anniversary.

All unit members hired on or after July 1, 2020 with hire dates on July 1 to December 31, shall move to the next step annually on July 1 directly before their corresponding hire date anniversary.

HOURLY RATES: Are determined by dividing the annual salary by 2,080.

DAILY RATES: Are determined by dividing the monthly salary by 21.67.

ANNIVERSARY INCREMENT: Beginning with the 10th year of continuous employment, 5% per month will be added to employees' salary. An additional 5% of the base salary will be added every five years thereafter per Article 10.9 of the contract.

Longevity: The District shall provide additional compensation for longevity as follows:

Bargaining unit employees hired before September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule. Bargaining unit employees hired on or after September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule except that longevity Anniversary Increments shall cease after the bargaining unit employees' 25th year.

Anniversary increments are aligned to July 1 such that all unit members receive credit for a year of employment annually on July 1.

All bargaining unit members hired after December 31, 2019 and with hire dates on January 1 to June 30 shall receive credit for one year of employment annually on July 1 directly after their corresponding hire date anniversary.

All unit members hired on or after July 1, 2020 with hire dates on July 1 to December 31, shall receive one year's credit annually on July 1 directly before their corresponding hire date anniversary.

The parties agree that seniority shall not be affected by any of the above changes.

DIFFERENTIAL PAY: Employees whose normal work day requires employment after 6:00 p.m. but before 5:00 a.m. shall receive a 2.0% shift differential for each hour regularly scheduled and actually worked during these hours. Custodians shall be eligible for this shift differential beginning at 5:00 p.m.

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/2022

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:

☐ 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
SUPERINTENDENT SALARY SCHEDULE
Effective July 1, 2021**

Position	Work year	Group-Range	1	2	3	4	5
Superintendent	245 days	7-98	207,296				
Assistant Superintendent of Educational Services	245 days	8-81	163,020	166,280	169,607	172,999	176,459
Assistant Superintendent of Business Services	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
Superintendent	245 days	7-98	210,405				
Assistant Superintendent of Educational Services	245 days	8-81	165,466	168,775	172,151	175,594	179,106
Assistant Superintendent of Business Services	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

Position:

Executive Administrative Assistant, Business
Personnel Specialist
Payroll & Benefits Specialist
Executive Assistant

Range 29
Range 29
Range 28
Range 33

(Added 11.1.2014)

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

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 MANAGEMENT SALARY SCHEDULE

Effective July 1, 2021

CERTIFICATED POSITIONS	Workyear	Group	Range	1	2	3	4	5
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
CLASSIFIED POSITIONS	Workyear	Group	Range	1	2	3	4	5
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

CERTIFICATED POSITIONS	Workyear	Group	Range	1	2	3	4	5
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
CLASSIFIED POSITIONS	Workyear	Group	Range	1	2	3	4	5
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.

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: _____

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/22

Agenda Item:

Approval of Minutes

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

It is recommended that the Board of Trustees approve the attached minutes with any necessary modifications:

Regular Board Meeting of April 20, 2022

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ Informational

☐ Denial

☐ Discussion

☐ Ratification

☐ Approval

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


☒ Adoption

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

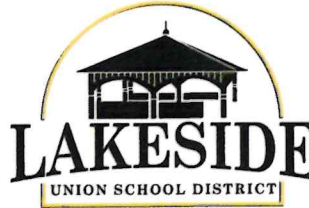
Approved for Submission to the Governing Board:


Lisa DeRosier, Executive Assistant


Dr. 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

April 20, 2022

District Administration Center/Zoom

- | | |
|--|------------------------------|
| 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; Bonnie LaChappa, Clerk; 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. | Call to Order |
| B. There were 6 speakers to address the Board prior to closed session regarding CSEA negotiations. | Public Comments |
| C. At 5:10 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; Public Employee Discipline/Dismissal/Release pursuant to Government Code §54957; and Public Employee Evaluation, Superintendent, pursuant to Government Code §54957. | Closed Session |
| 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: | Welcome |
| 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. | Closed Session Report |
| 2. There was no action taken on Conference with Labor Negotiator, Lisa Davis, regarding the Lakeside Teachers Association pursuant to Government Code §54957.6. | |
| 3. The Board unanimously took action to rescind the notice of certificated employee #641706 that they will be released from their administrative assignment at the end of the 2021-2022 school year and to direct that the employee be timely issued notice of the Board's decision and their assignment for the 2022-2023 school year. Motion carried unanimously 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman). | |
| 4. There was no action taken on Public Employee Evaluation, Superintendent, pursuant to Government Code §54957. | |
| The pledge of allegiance was led by students from Lemon Crest. Following the pledge, principal Keith Keiper shared highlights from the school, such as: expeditionary learning; rebuilding the community; partnerships between school and home; setting the bar high; character and empathy; alignment and calibration work; tier 2 interventions; and much more. | Flag Salute
LC Highlights |

- E. Clerk LaChappa gave a shout out to the stadium association complimenting them for the work they do with the youth of Lakeside. She wished everyone a good rodeo weekend.

Trustee Reports
and Comments

President Ferrante welcomed everyone back from Spring Break. The rodeo is an exciting time around here. She is excited to usher and help out. She wished them great success.

Member Whisman is also excited about the rodeo this year. He appreciates their support for the kids of Lakeside. He attended the ribbon cutting events and commented that the facilities are beautiful. He thanked the Lakeside citizens for supporting the bond. He had a nice time seeing former staff, Superintendents and board members at the events. Tierra del Sol Middle School is also celebrating their 50th. He enjoying the gym dedication to Ed Curtis. Mr. Whisman thanked the Maintenance department for overseeing all the work.

Member Hoefer Moir recognized current and alumni of FFA and the Ag program. The students attended and competed at the State conference in Sacramento and did very well. They came back with numerous state championships and are taking it to the Nationals now.

President Hayes commented that Vice President Hoefer Moir's son was one of the participants in the FFA conference. He commented that the ribbon cuttings were fantastic and thanked the staff for putting it all together. He is also excited about rodeo week. He is following some legislation and is excited to see where it goes.

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

Public Comments

- G. 1. At 6:31 p.m. the Governing Board conducted a public hearing to receive input regarding a Tentative Agreement with the Lakeside Teachers Association to resolve negotiations for the 2021-22 school year. Hearing no comments, President Hayes closed the hearing.

Public Hearing:
LTA Tentative
Agreement

2. It was moved by Member Ferrante and seconded by Member Whisman to approve 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. Motion carried unanimously 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman).

Approve
Tentative
Agreement with
LTA

3. It was moved by Clerk LaChappa and seconded by Member Ferrante to approve 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. Motion carried unanimously 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman).

Approve
Collective Barg
Agreement with
LTA

4. It was moved by Clerk LaChappa and seconded by Member Whisman to approve 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. Motion carried unanimously 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman).

Approve Teacher
Salary Schedules

G. PUBLIC HEARINGS/ACTIONS ITEMS (CONTINUED)

- | | |
|--|--|
| <p>5. <u>It was moved by</u> President Hayes and seconded by Member Whisman to table 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.</p> | <p>Table Salary Schedules for Superintendent, Mgmt, Conf</p> |
| <p>H. <u>It was moved by</u> Clerk LaChappa and seconded by Member Ferrante to designate all Items of Business to the consent agenda with the exception of Items 2.2, 2.4, and 4.12. The motion carried unanimously to designate Items of Business 2.1, 2.3, 3.1, 3.2, 3.3, 3.4, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 7.1, 7.2, 7.3, and 7.4 to the consent agenda.</p> | <p>Consent Agenda</p> |
| <p>1.1 <u>It was moved by</u> Clerk LaChappa and seconded by Member Ferrante to adopt the following items of business:</p> | <p>Items of Business</p> |
| <p>1.2 There was no discussion on items.</p> | <p>Discussion</p> |

SUPERINTENDENT

- | | |
|---|-------------------------------|
| <p>2.1 A motion to adopt the minutes of the regular board meeting of March 10, 2022.</p> | <p>Adopt Minutes</p> |
| <p>2.3 A motion to adopt the revised 2023-24 calendar to reflect a change in report card distribution for Trimesters 1 and 2.</p> | <p>Adopt Revised Calendar</p> |

HUMAN RESOURCES

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| <p>3.1 A motion to approve/ratify Personnel Assignment Order 2022-11.</p> | <p>Approve PAO</p> |
| <p>3.2 A motion to approve 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.</p> | <p>Approve Declaration of Need</p> |
| <p>3.3 A motion to approve a U.S. Field Site Affiliation Agreement with Walden University to provide students of the university to gain experience through clinical practice.</p> | <p>Approve Agrmnt w/Walden Univ</p> |
| <p>3.4 A motion to approve 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.</p> | <p>Approve Agrmnt with SDCOE</p> |

BUSINESS SERVICES

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| <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 adopt 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.</p> | <p>Adopt Resolution No. 2022-17</p> |

H. BUSINESS SERVICES (CONTINUED)

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| 4.3 | A motion to approve 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. | Approve MoU with CSEA |
| 4.4 | A motion to approve a Memorandum of Understanding with the California School Employees Association and its Chapter 240 regarding the Classified School Employee Summer Assistance Program (CSESAP). | Approve MoU with CSEA |
| 4.5 | A motion to approve a Side Letter of Agreement with the California School Employees Association and its Chapter 240 for layoff as described in Resolution No. 2022-14. | Approve Side Letter of Agrmnt |
| 4.6 | A motion to approve 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). | Approve Agrmnt with Apple |
| 4.7 | A motion to approve a Memorandum of Agreement with the San Diego County Superintendent of Schools for the After School Education and Safety (ASES) program. | Approve MoU with SDCOE |
| 4.8 | A motion to approve 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. | Approve ELOP Plan |
| 4.9 | A motion to adopt the revised Local School Wellness Policy in compliance with Management Bulletin SNP-13-2017. | Adopt Revised Wellness Policy |
| 4.10 | A motion to deny a claim against the district involving a district vehicle accident at Woodside and Winter Gardens Blvd. | Deny Claim |
| 4.11 | A motion to approve/ratify 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). | Approve Annual Contracts |

PUPIL SERVICES

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| 5.1 | A motion to approve a revised Memorandum of Understanding with the Sandy Hook Promise Foundation to educate Lakeside middle school students about the Say Something Anonymous Reporting System. | Approve MoU with Sandy Hook Promise |
| 5.2 | A motion to approve 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. | Approve Agrmnt with Wellness Together |
| 5.3 | A motion to approve 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). | Approve Grant Agrmnt with SDCOE |

H. PUPIL SERVICES (CONTINUED)

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| 5.4 A motion to approve 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. | Approve MoU with Elizabeth Hospice |
| 5.5 A motion to approve the annual Program Self-Evaluation with the California Department of Education for the State Preschool program. | Approve Self Evaluation |
| 5.6 A motion to approve 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). | Approve Settlement Agreement |

BOND

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| 6.1 A motion to accept the 2020-21 Annual Bond Audit report, for the fiscal year ending June 30, 2021, prepared by Wilkinson Hadley King & Co. LLP. | Accept Bond Audit Report |
| 6.2 A motion to ratify 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. | Ratify Amendment #1 with Climatec |
| 6.3 A motion to ratify Change Orders #7R1, 8 and 9 with NexGen Construction Co. on the Lindo Park Elementary School modernization project at a cost of \$16,529. | Ratify Change Orders w/NexGen |
| 6.4 A motion to ratify 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). | Ratify Change Order w/SWCS |
| 6.5 A motion to ratify 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. | Ratify Change Orders w/SWCS |
| 6.6 A motion to clarify an incorrect amount that 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). | Clarify Interpipe Contracting (TdS) |
| 6.7 A motion to clarify an incorrect amount that 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). | Clarify ESR Construction (TdS) |
| 6.8 A motion to clarify an incorrect amount that 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). | Clarify NexGen (LP) |
| 6.9 A motion to clarify an incorrect amount that 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). | Clarify SWCS (LF) |

H. BOND (CONTINUED)

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| 6.10 | A motion to clarify an incorrect amount that 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). | Clarify SWCS
(TdS) |
|------|---|-----------------------|

BOARD POLICIES, REGULATIONS, EXHIBITS & BYLAWS

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|---|---|---------------------------------|
| 7.1 | A motion to adopt Board Policy 3516.5: Emergency Schedules. | Adopt BP 3516.5 |
| 7.2 | A motion to adopt Board Policy and Administrative Regulation 4157/4257/4357: Employee Safety. | Adopt BP/AR
4157 |
| 7.3 | A motion to adopt Board Policy and Administrative Regulation 6164.4: Identification and Evaluation of Individuals for Special Education. | Adopt BP/AR
6164.4 |
| 7.4 | A motion to adopt Board Policy and Administrative Regulation 6164.41: Children with Disabilities Enrolled by their Parents in Private School. | Adopt BP/AR
6164.41 |
| Motion carried unanimously 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman). | | |
| 2.2 | <u>It was moved by</u> President Hayes and seconded by Member Whisman to adopt 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. Motion carried unanimously 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman). | Adopt Resolution
No. 2022-16 |
| 2.4 | <u>It was moved by</u> President Hayes and seconded by Member Ferrante to approve the revised Covid Prevention Plan. The plan was revised to reflect the changes to the decision tree. Motion carried unanimously 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman). | Approve Revised
Covid Plan |
| 4.12 | <u>It was moved by</u> Member Ferrante and seconded by Vice President Hoefer Moir to accept 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 th 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 th grade class; and \$500 to the FFA program. Motion carried unanimously 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman). | Accept Gifts to
the District |
| I. | 1. First Reading of Board Policy and Administrative Regulation 4131: Staff Development. Board requested the policy to return next month for adoption. | BP 3516.5 |
| | 2. First Reading of Administrative Regulation 4161.8/4261.8/4361.8: Family Care and Medical Leave. Board requested the policy to return next month for adoption. | BP/AR 4157 |
| | 3. First Reading of Board Policy and Administrative Regulation 4157.1/4257.1/4357.1: Work-Related Injuries. Board requested the policy to return next month for adoption. | BP/AR 6164.4 |

I. DISCUSSION (CONTINUED)

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| 4. First Reading of Administrative Regulation 4161.2/4261.2/4361.2: Personal Leaves. Board requested the policy to return next month for adoption. | BP/AR 6164.41 |
| 5. First Reading of Board Policy 4161.3: Professional Leaves. Board requested the policy to return next month for adoption. | BP 4161.3 |
| J. Lisa Davis reviewed the Enrollment Report for Month 7, ending March 10, 2022. She reported we are down 200 students from the same time last year. She is concerned that the State “pausing” the vaccine mandate will see more of a decline in enrollment after school ends this year. The State has already lost 110,000 students. | Enrollment Report |
| K. 1A. Kerry Strong, LTA President, commented that there are only 37 days left in the school year and State testing is approaching quickly. Our teachers are gearing up for that. We are reminded that our 3-5 graders have never taken this test before. Staff has done an excellent job leading up to and making this as positive as possible. Teachers have been reviewing and preparing students on the devices. She thanked Stephanie Jacques for the “cheat sheet.” She also thanked the Board for approving the LTA agreement tonight and for tabling the item that was tabled. | LTA President |
| 1B. David Myers, CSEA President, thanked the Board for listening to his concerns. He looks forward to the next few weeks of negotiations. | CSEA President |
| 2A. Lisa Davis, Assistant Superintendent, reported that the business office worked with a skeleton staff over spring break. She thanked everyone who worked in all the departments. | Lisa Davis |
| 2B. Dr. Natalie Winspear, Interim Assistant Superintendent, commented that the district-wide PLC is happening next week and will focus on high-quality instruction, which dovetails around alignment and calibration. We are bringing Grace Dearborn back this summer for a 3-day institute, which will be offered to classified staff too. In addition to Grace Dearborn, there will 3 days of alignment and calibration work. Dr. Winspear also commented on the GATE testing letters, ELPAC testing, LCAP work, and the start of the CAASPP testing. | Dr. Natalie Winspear |
| 2C. Dr. Rhonda Taylor, Superintendent, thanked Mr. Keiper for his presentation and beautiful artwork in the boardroom. She has been on the Lemon Crest campus and the kids are engaged and motivated in the expeditionary learning. She welcomed everyone back from Spring Break. She thanked the stadium association and reminded everyone to sign up for the rodeo. Dr. Taylor also commented on our advertising plan with Target River. It’s hard to compete with families moving out of the state, but we are working on innovative and creative ways to keep them in Lakeside. | Dr. Rhonda Taylor |
| At 7:04 p.m. the Board moved back into closed session to finish their discussion. | Moved |
| L. President Hayes asked if there was any further business to come before the board. There being none, the president declared the regular board meeting adjourned at 7:46 p.m. | Adjournment |

Lakeside Union School District
Board of Trustees Regular Meeting
April 20, 2022

Bonnie LaChappa
Clerk of the Board

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

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/22

Agenda Item:

Classified Employees Week Resolution #2022-24

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

Resolution #2022-24, recognizing and honoring the classified employees for their caring and incalculable contributions to the children of Lakeside.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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


Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



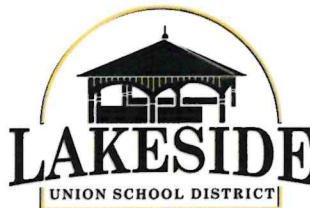
Lisa DeRosier, Executive Assistant



Dr. 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

RESOLUTION 2022-24
CLASSIFIED EMPLOYEES- WEEK
MAY 16-20, 2022

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

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

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

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

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

RESOLVED, that the Lakeside Union School District Board of Education hereby expresses their gratitude and commends all classified school employees for their service to the Lakeside Union School District and joins the California State Legislature in designating the week of May 16-20, 2022, as **Classified School Employees Week**.

PASSED AND ADOPTED this 12th day of May 2022 by the Governing Board of the Lakeside Union School District of San Diego County, California.

Andrew Hayes, President

Holly Ferrante, Member

Lara Hoefer Moir, Vice President

Don Whisman, Member

Bonnie LaChappa, Clerk

Rhonda L. Taylor, Ed.D.
Superintendent

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

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

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 4/20/22

Agenda Item:

Revised School and Employee Calendars

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

Adoption of a revised school and employee calendars for 2021-22, 2022-23, and 2023-24 reflecting the observance of the Juneteenth holiday.

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Lisa DeRosier, Executive Assistant


Dr. Rhonda Taylor, Superintendent

LAKE SIDE UNION SCHOOL DISTRICT

2021-2022 Calendar

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JULY 2021						
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JANUARY 2022						
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AUGUST 2021						
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DECEMBER 2021						
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MARCH 2022						
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SPECIAL DAYS

□ Non-Student Day
First Day of School August 19
Last Day of School June 10
 100th Day February 8

GRADING PERIODS

Trimester Grading Periods
 1st (60 Days) November 12, 2021
 2nd (61 Days) March 4, 2022
 3rd (59 Days) June 10, 2022

REPORT CARDS

Trimester 1 November 19, 2021
 Trimester 2 March 11, 2022
 Trimester 3 June 10, 2022

PARENT CONFERENCES

Parent Conferences for Elementary
 and Middle Schools
 October 11-15, 2021

 Parent Conferences for Elementary
 Only
 March 17-18, 2022

LAKE SIDE UNION SCHOOL DISTRICT

Month 1	August 19 – September 17, 2021	21 days
Month 2	September 20 – October 15, 2021	20 days
Month 3	October 18 – November 12, 2021	19 days
Month 4	November 15 – December 17, 2021	20 days
Month 5	December 20, 2021 – January 14, 2022	9 days
Month 6	January 17 – February 11, 2022	19 days
Month 7	February 14 – March 11, 2022	18 days
Month 8	March 14 – April 8, 2022	15 days
Month 9	April 11 - May 6, 2022	15 days
Month 10	May 9 – June 3, 2022	19 days
Month 11	June 6 - June 10, 2022	5 days

2021	July 5	Monday	Fourth of July (Legal Holiday)
	July 28	Wednesday	Middle School Principals Return
	August 3	Tuesday	11-Month Employees Return
	August 4	Wednesday	Site Administrators Return
	August 6	Friday	10-Month Clerical Employees Return
	August 16	Monday	Teacher Workday
	August 17*	Tuesday	Professional Development
	August 18	Wednesday	Teacher Workday
	August 19	Thursday	Classes Begin
	September 6	Monday	Labor Day (Legal Holiday)
	September 24	Friday	School Site Goal Setting and Planning Day (Minimum Day)
	October 11-15	Monday-Friday	Elem & Middle School Parent Conferences (Minimum Day)
	November 11	Thursday	Veterans Day (Legal Holiday)
	November 22-26	Monday-Friday	Thanksgiving Holidays (Student and Legal Holidays)
	Dec 20-31	Monday-Friday	Winter Recess
	December 23	Thursday	Local Holiday
	December 24	Friday	Christmas Day (Legal Holiday)
	December 27	Monday	Local Holiday **
	December 30	Thursday	Local Holiday
	December 31	Friday	New Year's Day (Legal Holiday)
2022	January 3	Monday	Classes Begin
	January 14*	Friday	Professional Development Day (Student Holiday)
	January 17	Monday	Martin Luther King, Jr. Day (Legal Holiday)
	February 14	Monday	Lincoln's Day (Legal Holiday)
	February 21	Monday	Washington's Day (Legal Holiday)
	March 17-18	Thursday-Friday	Elementary Parent Conferences (Minimum Day)
	April 4-15	Monday-Friday	Spring Recess
	April 15	Friday	Good Friday (Local Holiday)
	May 4	Wednesday	Day of the Teacher
	May 16-20		Classified Employees Week
	May 27	Friday	School Site Goal Setting and Planning Day (Minimum Day)
	May 30	Monday	Memorial Day (Legal Holiday)
	June 10	Friday	Last Day of Student Attendance/Final Workday for Teachers
	June 20	Monday	Juneteenth Holiday
	June 24	Friday	Final Workday for 10-month Clerical Employees
	June 24	Friday	Final Workday for Administrators

**Professional Development Day*

***Local holiday for employees, December 23, 2021, in lieu of Admissions Day*

LAKE SIDE UNION SCHOOL DISTRICT

2022-2023 Calendar

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JULY 2022

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OCTOBER 2022

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JANUARY 2023

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APRIL 2023

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AUGUST 2022

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FEBRUARY 2023

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MAY 2023

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SEPTEMBER 2022

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DECEMBER 2022

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MARCH 2023

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JUNE 2023

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SPECIAL DAYS

- Non-Student Day
- First Day of School August 22
- Last Day of School June 14
- 100th Day February 3

GRADING PERIODS

- Trimester Grading Periods
- 1st (58 Days) November 11, 2022
- 2nd (60 Days) March 3, 2023
- 3rd (62 Days) June 14, 2023

REPORT CARDS

- Trimester 1 November 18, 2022
- Trimester 2 March 10, 2023
- Trimester 3 June 14, 2023

PARENT CONFERENCES

- Parent Conferences for Elementary and Middle Schools
- October 3-7, 2022
- At-Promise Parent Conferences for Elementary Only
- March 9-10, 2023

LAKE SIDE UNION SCHOOL DISTRICT

Month 1	August 22 – September 16, 2022	19 days
Month 2	September 19 – October 14, 2022	20 days
Month 3	October 17 – November 11, 2022	19 days
Month 4	November 14 – December 9, 2022	15 days
Month 5	December 12, 2022 – January 6, 2023	9 days
Month 6	January 9 – February 3, 2023	18 days
Month 7	February 6 – March 3, 2023	18 days
Month 8	March 6 – March 31, 2023	20 days
Month 9	April 3 – April 28, 2023	10 days
Month 10	May 1 – May 26, 2023	20 days
Month 11	May 29 - June 14, 2023	12 days

2022	July 4	Monday	Fourth of July (Legal Holiday)
	August 1	Monday	11-Month Employees Return
	August 2	Tuesday	Middle School Principals Return
	August 9	Tuesday	Site Administrators Return
	August 11	Thursday	10-Month Clerical Employees Return
	August 17	Wednesday	Teacher Workday
	August 18*	Thursday	Professional Development
	August 19	Friday	Teacher Workday
	August 22	Monday	Classes Begin
	September 5	Monday	Labor Day (Legal Holiday)
	September 23	Friday	School Site Goal Setting and Planning Day (Minimum Day)
	October 3-7	Monday-Friday	Elem & Middle School Parent Conferences (Minimum Day)
	November 11	Friday	Veterans Day (Legal Holiday)
	November 21-25	Monday-Friday	Thanksgiving Holidays (Student and Legal Holidays)
	Dec 23-Jan 6	Friday-Monday	Winter Recess
	December 23	Friday	Local Holiday **
	December 26	Monday	Christmas Day (Legal Holiday)
	December 27	Tuesday	Local Holiday
	December 30	Friday	Local Holiday
2023	January 2	Monday	New Year's Day (Legal Holiday)
	January 16	Monday	Martin Luther King, Jr. Day (Legal Holiday)
	January 27*	Friday	Professional Development Day (Student Holiday)
	February 13	Monday	Lincoln's Day (Legal Holiday)
	February 20	Monday	Washington's Day (Legal Holiday)
	March 9-10	Thursday-Friday	At- Promise Elementary Parent Conferences (Minimum Day)
	April 3-14	Monday-Friday	Spring Recess
	April 7	Friday	Good Friday (Local Holiday)
	May 3	Wednesday	Day of the Teacher
	May 22-26	Monday-Friday	Classified Employees Week
	May 26	Friday	School Site Goal Setting and Planning Day (Minimum Day)
	May 29	Monday	Memorial Day (Legal Holiday)
	June 14	Wednesday	Last Day of Student Attendance/Final Workday for Teachers
	June 19	Monday	Juneteenth Holiday
	June 30	Friday	Final Workday for 10-month Clerical Employees
	June 30	Friday	Final Workday for Administrators

**Professional Development Day*

***Local holiday for employees, December 23, 2022, in lieu of Admissions Day*

LAKE SIDE UNION SCHOOL DISTRICT

2023-2024 Calendar

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JULY 2023

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OCTOBER 2023

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JANUARY 2024

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APRIL 2024

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AUGUST 2023

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FEBRUARY 2024

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MAY 2024

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SEPTEMBER 2023

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DECEMBER 2023

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MARCH 2024

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JUNE 2024

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SPECIAL DAYS

□ Non-Student Day
First Day of School August 21
Last Day of School June 12
 100th Day February 2

GRADING PERIODS

Trimester Grading Periods
 1st (58 Days) November 10, 2023
 2nd (60 Days) March 1, 2024
 3rd (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

LAKE SIDE UNION SCHOOL DISTRICT

Month 1	August 21 – September 15, 2023	19 days
Month 2	September 18 – October 13, 2023	20 days
Month 3	October 16 – November 10, 2023	19 days
Month 4	November 13 – December 8, 2023	15 days
Month 5	December 11, 2023 – January 5, 2024	9 days
Month 6	January 8 – February 2, 2024	18 days
Month 7	February 5 – March 1, 2024	18 days
Month 8	March 4 – March 29, 2024	15 days
Month 9	April 1 – April 26, 2024	15 days
Month 10	April 29 – May 24, 2024	20 days
Month 11	May 27 – June 12, 2024	12 days

2023

July 4	Tuesday	Fourth of July (Legal Holiday)
August 1	Tuesday	Middle School Principals Return
August 8	Tuesday	11-Month Employees Return
August 10	Thursday	Site Administrators Return
August 16	Wednesday	10-Month Clerical Employees Return
August 17*	Thursday	Teacher Workday
August 18	Friday	Professional Development
August 21	Monday	Teacher Workday
September 4	Monday	Classes Begin
September 22	Friday	Labor Day (Legal Holiday)
October 2-6	Monday-Friday	School Site Goal Setting and Planning Day (Minimum Day)
November 10	Friday	Elem & Middle School Parent Conferences (Minimum Day)
November 20-24	Monday-Friday	Veterans Day (Legal Holiday)
Dec 22-Jan 5	Friday-Friday	Thanksgiving Holidays (Student and Legal Holidays)
December 22	Friday	Winter Recess
December 25	Monday	Local Holiday
December 26	Tuesday	Christmas Day (Legal Holiday)
		Local Holiday **

2024

January 1	Monday	New Year's Day (Legal Holiday)
January 2	Tuesday	Local Holiday
January 15	Monday	Martin Luther King, Jr. Day (Legal Holiday)
January 26*	Friday	Professional Development Day (Student Holiday)
February 12	Monday	Lincoln's Day (Legal Holiday)
February 19	Monday	Washington's Day (Legal Holiday)
March 7-8	Thursday-Friday	At- Promise Elementary Parent Conferences (Minimum Day)
March 25-April 5	Monday-Friday	Spring Recess
March 29	Friday	Good Friday (Local Holiday)
May 1	Wednesday	Day of the Teacher
May 20-24		Classified Employees Week
May 24	Friday	School Site Goal Setting and Planning Day (Minimum Day)
May 27	Monday	Memorial Day (Legal Holiday)
June 11	Tuesday	Last Day of Student Attendance/Final Workday for Teachers
June 19	Wednesday	Juneteenth Holiday
June 28	Friday	Final Workday for 10-month Clerical Employees
June 28	Friday	Final Workday for Administrators

**Professional Development Day*

***Local holiday for employees, December 26, 2023, in lieu of Admissions Day*

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/22

Agenda Item:

Personnel Assignment Order 2022-12

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:

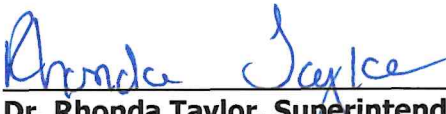
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| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter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

Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Staci Arnold, HR Exec Director


Dr. Rhonda Taylor, Superintendent

**LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING, May 12, 2022
Personnel Assignment Order – 2022-12**

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
Cisneros, Ulices	Teacher/Riverview	F/14	Personal	No	2022-23
Medina, Wendy	Teacher/Riverview	E/7	Personal	No	2022-23

E. Resignations:

Employee	Assignment/Location	Class/Step	Reason	Effective Date
Long, Bree	School Psychologist	F/7	Family	6/11/2022
Morse, George	SDC Teacher/Lemon Crest	F/11	N/A	6/11/2022

F. Retirement:

Employee	Assignment/Location	Class/Step	Effective Date
Fleming, Pam	Nurse	F/20	6/11/2022

Classified Staff

G. New Hire:

Employee	Location	Position/Class/Step	Previous Monthly Salary	New Monthly Salary	Effective Date
Canelo, Norma	Transportation	Van Driver/19/2	N/A	\$1,987.82	4/18/2022

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
Case, Ashley	Transportation	School Bus Driver/22/1	\$1,902.29	\$2,030.61	4/18/2022

J. Resignations:

Employee	Location	Position	Reason	Effective Date
Abbott, Haley	Lemon Crest	LVN	Other	5/11/2022
Arnold, Staci	District Office	Interim Executive Director of Human Resources	Moving out of Country	7/01/2022
Fitzgerald, Tamara	Itinerant	Occupational Therapist	N/A	6/11/2022
Lio, Natacha	Lindo Park	IA-II-SPED	Moving out of State	6/11/2022
Persinger, Sharon	Lemon Crest	IA-III-SPED	Resign	5/7/2022
Quintero, Victor	Lakeview	Custodian-Day	Employment	5/7/2022
Watt, Elaine	Lakeside Farms	School Office and Health Assistant	Retirement	8/12/2022

K. Unpaid leave:

Employee	Location	Position/Class/Step	Effective Date
Petrille, Lacey	ESS	Child Development Assistant	5/1/2022-6/10/2022

39-Month Rehire :

Employee	Location	Position	Effective Date

L. 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

Governing Board Meeting Date: May 12, 2022

Agenda Item:

New Job Description

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

Approval of the following job description's:

Director Student Support Services

Fiscal Impact (Cost):

N/A

Funding Source:

Recommended Action:

☐ Informational

☐ Denial

☐ Discussion

☐ Ratification

☒ Approval

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

Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

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



Job Description

Title: Director -Student Support Services	FLSA Status: Exempt	Created: 4/22/2022
Supervisor: Assistant Superintendent – Education Services	Supervises: N/A	Salary: 225 days Range 78
Department: Education Services	Bargaining Unit: Certificated Mgmt.	Approved:

JOB SUMMARY:

Under the direction of the Assistant Superintendent of Education Services, plan, organize, control and direct the operations and services of the Student Support Services division which includes performing variety of specialized duties in the development and implementation of designated student support services and functions of a comprehensive prevention program for district students, at risk students and foster youth/homeless students; consult with students, parents and school personnel to promote a school environment responsive to the needs of students; administer and provide leadership for assigned District programs; attend and conduct a variety of meetings and in-service trainings as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Plan, organize, control and direct the operations and services of the Student Support Services division which includes performing variety of specialized duties in the development and implementation of designated student support services including attendance, SST, 504 plans, PBIS, Homeless/Foster Youth, CPS, discipline, expulsions, staff consultations, professional development, school safety and parent engagement; respond to safety crisis situations as needed.
- Provide technical expertise, information and assistance to the Assistant Superintendent of Education Services and administrators regarding assigned functions; assist in the formulation and development of policies, procedures and programs.
- Direct the preparation and maintenance of a variety of narrative, confidential and statistical reports, records and files related to student attendance, discipline, suspensions, expulsions, home visits, students and family's referrals and other assigned activities; follow-up and set up case files.
- Respond to parent requests for student support and or school concerns; consult and meet with referred students and family members to obtain pertinent information about family circumstances (e.g., financial status, available transportation, housing, medical insurance, etc.); assist in setting up conferences between the school and family; interview individuals and family members to compile information on needs; create and maintain parent resources materials and lists of health, mental health and social services resources/services; distribute community resources to parents and families.
- Make referrals to community agencies for student and family needs, such as those relating to clothing, counseling, welfare, housing, employment, vision, dental and medical care.
- Assist parents and families in completing district forms and applications for services as appropriate; create and adapt district forms, serves and procedures for attendance, custody, discipline and other assigned programs.
- Assist with the provision of guidance counseling services for students and parents at school and in the home setting.
- Consult with school personnel to promote a school environment responsive to the needs of students and regarding parent engagement; confer with teachers and administrators on student discipline issues and significant behavior issues; coordinate school-based and community-based for students at highest risk for social or academic failure; design, implement and evaluate plans for Other Means of Corrections and Restorative practices for multiple students with discipline and/or behavior challenges.
- Assist with referral petitions for pupils in alternative educational programs who are habitual truants, irregular in attendance, insubordinate or disorderly.

- Assist school personnel with students having attendance problems by making home calls regarding truancy and poor attendance, to verify addresses, residency permits, and inter-and intra-district transfers; recommend referral of parents whose children are in violation of compulsory attendance laws.
- Guide and direct the School Counselors.
- Guide and direct the Health Services Department.
- Evaluate the School Nurses and Licensed Vocational Nurses.
- Guide and direct Community Liaison.
- Meet regularly with School Counselors and the MTSS TOSA's.
- Encourage parents to attend and participate in various workshops, meetings, advisory committees and other special events at the school; inform parents and legal guardians of attendance requirements and district policies and regulations.
- Serve as the District's Homeless liaison and Child Welfare/Foster liaison; identify and support homeless students and students in foster care and assist in the coordination of social workers, foster parents and educational rights holders activities; serve as the districts child welfare liaison; contact schools for all child abuse reporting and assist in coordinating investigations.
- Compile, collect and analyze attendance and other data; collaborate with school attendance staff and school counselors on attendance cases, chronic absenteeism, conducting SARTS and home visits; serve as the SARB representative for the district.
- Communicate with other administrators, parents, nurses, mental health providers, community organizations, personnel and outside organizations to coordinate activities and programs, resolve student-related problems, issues and conflicts and exchange information; respond to and resolve sensitive and complex department inquiries, issues and complaints.
- Train and provide work guidance to assigned staff and mental health contractors; oversee and supervise the recruitment, training, and retention of School Social Worker and (PPS) Interns; assist school counselors with designing small group curriculum and classroom guidance lessons.
- Operate a computer and assigned software programs; operate other office equipment as assigned; drive a vehicle to conduct home visits, residency verifications and other work as assigned.
- Check referrals on children not enrolled in school and child abuse problems.
- Perform a variety of related clerical and word processing duties.
- Attend and conduct a variety of meetings during and after working hours; participate in and assist in staff development and in-service training programs such as safety protocols, for example, self-harm, suicide prevention, threat assessment, mandated reporting; support on-going training on attendance procedures, SART conferences, SST/504 procedures positive attendance and strategies for reducing absences.
- Serve as lead for administrative review panels and expulsion hearings; serve on committees and in community collaborative.

OTHER DUTIES:

- Perform related duties as assigned.

QUALIFICATIONS:

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

Knowledge of:

- Planning, organization and direction of Student Support Services and activities.
- Oral and written communication skills.
- Principles and practices of administration and training.
- Child growth and development principles.
- Behavior modification techniques and strategies.
- Student assistance programs.
- Community referral resources.
- Applicable laws, codes, regulations, policies and procedures related to student support services including 504's, IEP's, homeless/foster youth, child abuse reporting, discrimination, harassment, suspensions and expulsions.

- Diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of students.
- Behavior intervention, assessment and conflict resolution techniques.
- Public relations and presentation techniques.
- Interpersonal skills using tact, patience and courtesy.
- Operation of a computer and assigned software.

Skills/Ability to:

- Perform a variety of specialized duties in the development and implementation of designated functions and services of a comprehensive prevention program for district students.
- Conduct and assist with the development and implementation of in-services.
- Train and provide work guidance to assigned staff.
- Serve as a technical resource concerning assigned services and related strategies and functions.
- Compile, assemble, maintain and disseminate a variety of resource and informational materials.
- Participate in related training, data collection, contract compliance and program evaluation functions.
- Process and evaluate a variety of program applications, forms and documents.
- Identify and determine the basic nature of student problems and needs and evaluate their relative urgency.
- Develop, coordinate and implement procedures regarding child abuse reporting; direct schools on proper procedures to response of crisis situations, including school alerts, notification to staff and parents and collaboration with law enforcement.
- Respond to inquiries and provide consultation concerning District's pupil services, attendance and laws related to minors, intervention techniques, social and psychological issues, classroom management techniques and assigned activities.
- Maintain confidentiality of sensitive and privileged information.
- Coordinate and monitor related programs including truancy intervention, student probation and crisis intervention.
- Communicate effectively both orally and in writing.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Establish and maintain cooperative and effective working relationships with others.
- Direct the maintenance of a variety of reports, records and files related to assigned activities.
- Develop constructive solutions to problems.
- Operate a computer and assigned office equipment.
- Analyze situations accurately and adopt an effective course of action.
- Meet schedules and time lines.
- Work independently with little direction.
- Plan and organize work.
- Prepare comprehensive narrative and statistical reports.

Education and Experience:

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

- Bachelor's degree in education, sociology, psychology or related field and five years increasingly responsible experience in the administration of a school or district program relating to student support services, attendance or discipline. Master's degree is desirable.

Licenses, Certifications and other Requirements:

- California Administrative Credential
- Valid Pupil Services credential

WORKING CONDITIONS:

Work Environment:

- Indoor/Office environment.
- Fast-paced work environment with changing priorities.
- Variable work hours.
- Driving a vehicle to conduct work.

Physical Demands:

- Hearing and speaking to exchange information and make presentations.
- Seeing to read a variety of materials.
- Dexterity of hands and fingers to operate a computer keyboard.
- Sitting or standing for extended periods of time.

Hazards:

- Contact with abusive or dissatisfied students and parents.

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

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: MAY 12, 2022

Agenda Item:

COMMERCIAL WARRANT LISTING SHEET – for the period 4/1/22 – 4/30/22

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):

\$2,455,962.20

Funding Source:

General, 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:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

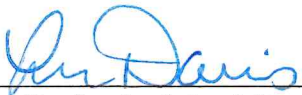
☐ **Explanation:** [Click here to enter text.](#)

☐ **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 _____

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14880871	APPLE INC.	4/4/2022	COMPUTER	199.00
0100	14880874	DALE SCOTT & COMPANY, INC.	4/4/2022	CAL MUNI RESEARCH/DISCLOSURE FEE	5,400.00
0100	14880876	EYE PHONE CITY	4/4/2022	BLANKET FOR 2021-22 FISCAL YEA	2,666.58
0100	14880878	LOWE'S	4/4/2022	BLANKET FOR FISCAL YEAR 2021-2	1,106.04
0100	14880879	MACDOUGAL-MORRIS GROUP LLC	4/4/2022	BLANKET FOR AGREEMENT 2021-22	5,814.73
0100	14880882	NCS PEARSON, INC	4/4/2022	6500000 4300000 3.01.2022	161.04
0100	14880883	SAN DIEGO GAS & ELECTRIC	4/4/2022	2021-22 BLANKET - ALL SITES	93,232.41
0100	14880884	SCHOOL SERVICES OF CA, INC	4/4/2022	INDEPENDENT STUDY WEBINAR-BEVE	195.00
0100	14880885	SOLUTION TREE, INC.	4/4/2022	PROFESSIONAL DEVELOPMENT	1,500.00
0100	14880887	SYCAMORE LANDFILL	4/4/2022	BLANKET FOR 2021-22 FISCAL YEA	167.58
0100	14880890	U.S. BANK EQUIPMENT FINANCE	4/4/2022	RV/WG - BLANKET FOR FISCAL YEAR 2	156.80
0100	14880891	WELLS FARGO VENDOR FINANCIAL SERVICES	4/4/2022	BLANKET FOR 2021-22 FISCAL YEA	887.33
0100	14880892	XEROX CORPORATION	4/4/2022	BLANKET FOR 2021-22 LEASE/SERVICE	1,070.26
0100	14882099	360 DEGREE CUSTOMER, INC	4/7/2022	SPED SDC	16,320.00
0100	14882100	ALLIANCE FOR AFRICAN ASSISTANCE	4/7/2022	V2020-038 BLANKET FOR 2021-22	706.25
0100	14882101	AMAZON CAPITAL SERVICES, INC.	4/7/2022	BLANKET FOR FISCAL YEAR 2021-22	2,747.31
0100	14882104	CDW GOVERNMENT, INC.	4/7/2022	HP CHROMEBOOKS/RECYCLING FEE	347,960.88
0100	14882105	DANNIS WOLIVER KELLEY	4/7/2022	CHANGE ORDER INCREASE TO ATTOR	9,002.00
0100	14882106	DIESEL PRINT CO	4/7/2022	BANNER FOR TOUCH A TRUCK	344.80
0100	14882108	SAN DIEGO COUNTY SCHOOL FBC	4/7/2022		64.66
0100	14882111	INSTITUTE FOR EFFECTIVE EDUCATION	4/7/2022	V2022-035 - AGREEMENT	5,954.76
0100	14882113	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	4/7/2022	BLANKET FOR FISCAL YEAR 2021-2	279.01
0100	14882114	LAKESIDE WATER DISTRICT	4/7/2022	BLANKET FOR FISCAL YEAR 2021-2	5,024.43
0100	14882115	OFFICE DEPOT, INC.	4/7/2022	BLANKET FOR 2021-22 FISCAL YEA	117.09
0100	14882116	DAVIS CONSULTING CORPORATION	4/7/2022	MANAGEMENT SUPPORT-COPIERS Jan	1,085.00
0100	14882117	NEW DIRECTIONS SOLUTIONS, LLC	4/7/2022	12/17-5/9 SLP filling in for K	6,800.00
0100	14882118	NCS PEARSON, INC	4/7/2022	COGNITIVE RECORD FORMS	2,573.50
0100	14882119	PRO-ED	4/7/2022	KSPT TEST BOOKLETS (25) PRODUC	220.20
0100	14882120	LAKESIDE UNION SCHOOL DISTRICT	4/7/2022	MAIL/SUPPLIES/CLASSROOMS	10,953.89
0100	14882121	SHRED IT	4/7/2022	BLANKET FOR FISCAL YEAR 2021-2	118.79
0100	14882122	SOLIAANT HEALTH LLC	4/7/2022	Psyc Staffing	18,355.70
0100	14882123	SOUTHWEST SCHOOL & OFFICE SUPPLY	4/7/2022	BLANKET FOR FISCAL YEAR 2021-2	222.36
0100	14882127	THERAPY TRAVELERS, LLC.	4/7/2022	V2022-043 SPECIAL ED SERVICES	2,484.00
0100	14882128	VEBA	4/7/2022		8,140.00

0100	14882131	XEROX CORPORATION	4/7/2022	BLANKET FOR FISCAL YEAR 2021-2	439.34
0100	14883375	AMAZON CAPITAL SERVICES, INC.	4/11/2022	BLANKET FOR 2021-22 FISCAL YEA	5,615.29
0100	14883381	DATTEL SYSTEMS INCORPORATED	4/11/2022	SI-294727 DATTEL MIXER	317.86
0100	14883382	DAVE BANG ASSOCIATES INC OF CA	4/11/2022	LINDO PARK REPLACEMENT PLAYGRO	419.90
0100	14883383	EDCO DISPOSAL CORPORATION	4/11/2022	BLANKET FOR 2021-22 FISCAL YEA	3,987.30
0100	14883385	MISSION FEDERAL CREDIT UNION	4/11/2022	P CARD	12,743.99
0100	14883386	OFFICE DEPOT, INC.	4/11/2022	BLANKET FOR 2021-22 FISCAL YEA	9.04
0100	14883388	LASERCYCLE USA, INC.	4/11/2022	BLANKET FOR FISCAL YEAR FOR ALL SITES	3,946.64
0100	14883389	THERAPY TRAVELERS, LLC.	4/11/2022	C/O Increase	6,210.00
0100	14884487	Karen Van Nest	4/14/2022	TRAVEL CONF REIMBURSEMENT	670.75
0100	14884488	Kip Lynn Frazer	4/14/2022	TRAVEL CONF REIMBURSEMENT	675.20
0100	14884489	A&B SAW & LAWNMOWER SHOP	4/14/2022	BLANKET FOR FISCAL YEAR 2021-2	61.15
0100	14884490	ALBERTSONS	4/14/2022	BLANKET FOR 2021-22 FISCAL YEA	453.07
0100	14884491	ALLIED REFRIGERATION INC	4/14/2022	CO 1 12/15/2021	2,103.24
0100	14884492	AMAZON CAPITAL SERVICES, INC.	4/14/2022	BLANKET FOR 2021-22 FISCAL YEA	2,713.72
0100	14884495	AMBER FITZPATRICK	4/14/2022	TRAVEL CONF REIMBURSEMENT	681.05
0100	14884497	COMPETITIVE METALS, INC	4/14/2022	BLANKET FOR 2021-22 FISCAL YEA	220.76
0100	14884498	DION & SONS, INC.	4/14/2022	BLANKET FOR FISCAL YEAR 2021-2	12,664.44
0100	14884500	HELIX WATER DISTRICT	4/14/2022	2021-22 BLANKET FOR FISCAL YEA	1,484.96
0100	14884501	LAKESIDE EQUIPMENT	4/14/2022	BLANKET FOR FISCAL YEAR 2021-2	1.70
0100	14884502	LESLIE PROCTER	4/14/2022	LESLIE PROCTER TRAVEL CONF	658.24
0100	14884504	PITNEY BOWES INC.	4/14/2022	BLANKET FOR 2021-22 FISCAL YEA	104.94
0100	14884506	SHARON SULLINGER	4/14/2022	SULLINGER TRAVELCONF 3/18-3/20	681.05
0100	14884507	SMART & FINAL	4/14/2022	BLANKET FOR 2021-22 FISCAL YEA	1,414.81
0100	14884508	SOUTHWEST SCHOOL & OFFICE SUPPLY	4/14/2022	BLANKET FOR FISCAL YEAR 2021-2	397.60
0100	14884509	RENA TANSON	4/14/2022	GOOD TEACHING TRAVEL CONF	682.22
0100	14884510	TARGET RIVER BE, INC.	4/14/2022	MARKETING	34,980.00
0100	14884511	VERIZON WIRELESS	4/14/2022	BLANKET FOR FISCAL YEAR 2021-2	4,005.09
0100	14884512	WAXIE SANITARY SUPPLY	4/14/2022	BLANKET FOR 2021-22 FISCAL YEA	11,988.75
0100	14885524	AMAZON CAPITAL SERVICES, INC.	4/18/2022	BLANKET FOR 2021-22 FISCAL YEA	324.19
0100	14885525	AT&T	4/18/2022	BLANKET FOR FISCAL YEAR 2021-2	5,278.75
0100	14885526	CDW GOVERNMENT, INC.	4/18/2022	LENOVO THINKPAD THUNDERBOLT DO	577.54
0100	14885527	BANYAN TREE EDUCATIONAL SERVICES	4/18/2022	BLANKET FOR 2021-22 - TUITION	10,185.08
0100	14885528	INSTITUTE FOR EFFECTIVE EDUCATION	4/18/2022	V2022-035 - AGREEMENT	5,623.94
0100	14885529	MACDOUGAL-MORRIS GROUP LLC	4/18/2022	BLANKET FOR AGREEMENT 2021-22	681.38

0100	14885530	LAKESIDE UNION SCHOOL DISTRICT	4/18/2022 P CARD STMT MAR 2022	18,697.45
0100	14885531	SAMANTHA ORAHOOD	4/18/2022 CASBO CONF 3/29-3/31/22	255.04
0100	14885532	STEIN EDUCATION CENTER	4/18/2022 LOPEZ/GATTRELL - AGREEMENT (BLANKET	10,567.04
0100	14885533	SPRINT SOLUTIONS, INC.	4/18/2022 BLANKET FOR FISCAL YEAR 2021-2	7,847.92
0100	14885534	KERI WUTZKE	4/18/2022 TRAVEL CONF REIMBURSEMENT	172.00
0100	14886335	AMAZON CAPITAL SERVICES, INC.	4/21/2022 BLANKET FOR FISCAL YEAR 2021-2	4,456.73
0100	14886340	CURRIER & HUDSON	4/21/2022 V2022-053 - BLANKET FOR 2021-2	18,330.75
0100	14886342	BANYAN TREE EDUCATIONAL SERVICES	4/21/2022 BLANKET FOR 2021-22 - TUITION	5,506.02
0100	14886347	FESTIVALS OF MUSIC, INC.	4/21/2022 SC COMPETITION	1,109.00
0100	14886348	ONE STONE APPAREL INC	4/21/2022 PE SHIRTS LMS/ S & H	353.25
0100	14886350	NEW DIRECTIONS SOLUTIONS, LLC	4/21/2022 12/17-5/9 SLP filling in for K	3,400.00
0100	14887590	AELTINE SCHOOL	4/25/2022 GONZALEZ/LINDER/SURBER/TORRES- BLANI	15,145.82
0100	14887595	LORIMAR GROUP INC.	4/25/2022 WALKIE TALKIES	586.82
0100	14887596	NETWORK INTERPRETING SERVICE	4/25/2022 NETWORK INTERPRETING SVC.	877.60
0100	14887597	NEW HAVEN YOUTH AND FAMILY SERVICES	4/25/2022 5760 1190 BLANKET - PO	13,431.83
0100	14887598	NICK RAIL MUSIC INC	4/25/2022 BLANKET FOR FISCAL YEAR 2021-2	258.72
0100	14887599	PALOS SPORTS	4/25/2022 16749-DELUXE BASELINE FLEXIBIL	1,557.87
0100	14887601	RO HEALTH, INC	4/25/2022 C/O Gregory Ansley (166 days,	656.00
0100	14887602	SMART & FINAL	4/25/2022 BLANKET FOR FISCAL YEAR 2021-2	97.11
0100	14887604	THE STEPPING STONES GROUP, LLC	4/25/2022 SLP @ TDS Giancarlo Dongo	5,852.20
0100	14888620	ROCK AND BLOCK HARDSCAPE SUPPLY	4/28/2022 BLANKET FOR FISCAL YEAR 2021-2	2,402.77
0100	14888621	AMERICAN FIDELITY ADMIN. SERVICES, LLC	4/28/2022 BLANKET 2021-22 (NOV-JUNE)	1,260.90
0100	14888622	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	4/28/2022 REGISTRATION	385.00
0100	14888625	CDW GOVERNMENT, INC.	4/28/2022 HP CHROMEBOOK 14 G& 14" CDW#66/REC	17,709.38
0100	14888629	DEBORAH ANN COMISKEY	4/28/2022 Garden and Nutritional Science	1,500.00
0100	14888630	DEPARTMENT OF JUSTICE	4/28/2022 BLANKET FOR 2021-22 FISCAL YEA	537.00
0100	14888632	DIESEL PRINT CO	4/28/2022 TK BANNERS	344.80
0100	14888634	JC EDUCATIONAL SERVICES	4/28/2022 CONTRACT V2022-029 - LEADERHIP	300.00
0100	14888637	RAYNE OF SAN DIEGO	4/28/2022 BLANKET FOR FISCAL YEAR 2021-2	64.00
0100	14888638	LAKESIDE UNION SCHOOL DISTRICT	4/28/2022 RCF 2122-0021	2,253.95
0100	14888639	SAN DIEGO COUNTY OFFICE OF ED	4/28/2022 V2022-018 - PROJECT GLAD (10 T	470.00
0100	14888640	SCHOOL BUS PARTS CO.	4/28/2022 BLANKET FOR FISCAL YEAR 2021-2	268.99
0100	14888641	SAN DIEGO BRAINWORKS PSYCHOLOGY	4/28/2022 SAN DIEGO BRAINWORKS INVOICE I	5,460.00
0100	14888642	SO CA AIR CONDITIONING SUPPLY	4/28/2022 BLANKET FOR 2021-22 FISCAL YEA	111.36
0100	14888643	SOUTHWEST SCHOOL & OFFICE SUPPLY	4/28/2022 BLANKET FOR FISCAL YEAR 2021-2	598.27

0100	14888648	XEROX CORPORATION	4/28/2022 LEASE/SERVICE - BLANKET FOR 2021-22 FI	526.78
0100 Total			GENERAL	\$828,386.75
1200	14880883	SAN DIEGO GAS & ELECTRIC	4/4/2022 2021-22 BLANKET - FUND 1200	1,377.62
1200	14880891	WELLS FARGO VENDOR FINANCIAL SERVICES	4/4/2022 2021-22 BLANKET FOR KYOCERA CO	106.82
1200	14882114	LAKESIDE WATER DISTRICT	4/7/2022 BLANKET FOR FISCAL YEAR 2021-2	84.40
1200	14882120	LAKESIDE UNION SCHOOL DISTRICT	4/7/2022 OFFICE-MISC OFFICE SUPPLIES	849.87
1200	14883383	EDCO DISPOSAL CORPORATION	4/11/2022 BLANKET FOR 2021-22 FISCAL YEA	160.37
1200	14883385	MISSION FEDERAL CREDIT UNION	4/11/2022	2,701.67
1200	14883388	LASERCYCLE USA, INC.	4/11/2022 1200 Fund BLANKET FOR FISCAL Y	14.24
1200	14885530	LAKESIDE UNION SCHOOL DISTRICT	4/18/2022 P CARD STMT MAR 2022	30.66
1200	14888635	LAKESHORE LEARNING MATERIALS	4/28/2022 BLANKET FOR 2021-22 FISCAL YEA	2,151.38
1200	14888638	LAKESIDE UNION SCHOOL DISTRICT	4/28/2022 RCF 2122-0021	805.09
1200 Total			CHILD DEVELOPMENT	\$8,282.12
1300	14880870	AMAZON CAPITAL SERVICES, INC.	4/4/2022 PO 5310000 4300000 3.28.2022	373.14
1300	14880875	ECOLAB FOOD SAFETY SPECIALTIES	4/4/2022 NO CURL FLAT PACKS	78.82
1300	14880877	K GRAPHICS POSTERS	4/4/2022 MENU POSTERS	350.00
1300	14880888	SYSCO FOODS SERVICES	4/4/2022 5310000 4700005 CO#3 2.17.21	4,662.48
1300	14880889	TRIDENT BEVERAGE, INC.	4/4/2022 BLANKET FOR FISCAL YEAR 2021-2	1,150.00
1300	14882101	AMAZON CAPITAL SERVICES, INC.	4/7/2022 PO 5310000 4700000 3.28.2022	3,103.23
1300	14882110	INNOSEAL SYSTEMS, INC.	4/7/2022 INNOSEAL PROFESSIONAL SEALER	294.00
1300	14882120	LAKESIDE UNION SCHOOL DISTRICT	4/7/2022 BEDCO-REPAIR LIFTGATE ON THE C	1,952.96
1300	14882126	SYSCO FOODS SERVICES	4/7/2022 5310000 4700005 CO#3 2.17.21	948.22
1300	14882131	XEROX CORPORATION	4/7/2022 BLANKET FOR FISCAL YEAR 2021-2	11.10
1300	14883385	MISSION FEDERAL CREDIT UNION	4/11/2022 P CARD	1,325.37
1300	14883388	LASERCYCLE USA, INC.	4/11/2022 CN/770 BLANKET FOR FISCAL YEAR	152.05
1300	14884498	DION & SONS, INC.	4/14/2022 5310000 43000084 INCREASE ON 2	920.47
1300	14884511	VERIZON WIRELESS	4/14/2022 BLANKET FOR FISCAL YEAR 2021-2	99.90
1300	14885525	AT&T	4/18/2022 BLANKET FOR FISCAL YEAR 2021-2	30.90
1300	14885530	LAKESIDE UNION SCHOOL DISTRICT	4/18/2022 P CARD STMT MAR 2022	97.11
1300	14886341	DOMINO'S PIZZA	4/21/2022 BLANKET FOR FISCAL YEAR 2021-2	12,450.24
1300	14886343	GOLD STAR FOODS INC	4/21/2022 BLANKET FOR FISCAL YEAR 2021-2	64,119.78
1300	14886349	P&R PAPER SUPPLY COMPANY, INC.	4/21/2022 5310 4300000 INCREASE ON 2.18.	6,037.90
1300	14887592	CA DEPT OF EDUCATION	4/25/2022 CDE EQUIPMENT GRANT RETURN	3,253.69
1300	14887593	COUNTY BURNER & MACHINERY CORP	4/25/2022 NOT TO EXCEED	3,581.75
1300	14887600	PRO-EDGE KNIFE	4/25/2022 BLANKET FOR FISCAL YEAR 2021-2	30.00

1300	14887605	WEBB'S RV SUPPLY	4/25/2022	BLANKET FOR FISCAL YEAR 2021-2	65.02
1300	14888624	CALIFORNIA DEPT OF EDUCATION	4/28/2022	BLANKET FOR FISCAL YEAR 2021-2	173.85
1300	14888627	CHEMSEARCH	4/28/2022	12015272 CONTRACT WATER TREATM	440.43
1300	14888628	CULLIGAN	4/28/2022	CULLIGAN	59.13
1300	14888631	DAVIS FARMS	4/28/2022	AVOCADOS	276.85
1300	14888633	TAKKT AMERICA HOLDING INC	4/28/2022	PAN LIDS SO.53001	217.37
1300	14888638	LAKESIDE UNION SCHOOL DISTRICT	4/28/2022	RCF 2122-0021	128.44
1300	14888644	SYSCO FOODS SERVICES	4/28/2022	5310000 4700005 CO#3 2.17.21	2,177.41
1300	14888645	TRIDENT BEVERAGE, INC.	4/28/2022	BLANKET FOR FISCAL YEAR 2021-2	690.00
1300	14888646	WAXIE SANITARY SUPPLY	4/28/2022	CO1 1/18/22	371.53
1300 Total			CAFETERIA		\$109,623.14
2139	14880872	BALFOUR BEATTY CONSTRUCTION LLC	4/4/2022	9010749 62000720 3/21/22 CO2	58,378.00
2139	14880880	MCGRUFF INSURANCE SERVICES, INC.	4/4/2022	SERVICES	835.00
2139	14880881	NEXGEN BUILDING GROUP, INC.	4/4/2022	MODERNIZATION MULTI-PURPOSE RO	940,230.39
2139	14880886	SOUTHWEST CONSTRUCTION SERVICES	4/4/2022	PO FOR TIERRA DEL SOL MULTI-PU	77,132.15
2139	14882107	ECONOMY RESTAURANT & SUPPLY CO	4/7/2022	RESTAURANT SUPPLIES	77,813.31
2139	14882109	MGT OF AMERICA, LLC	4/7/2022	BLANKET FOR FISCAL YEAR 2021-2	6,600.00
2139	14882112	JANUS CORPORATION	4/7/2022	ASBESTOS/LEAD REMOVAL-LAKESIDE	9,975.00
2139	14882125	SOUTHWEST CONSTRUCTION SERVICES	4/7/2022	BLANKET PURCHASE ORDER FOR LAK	55,172.17
2139	14882129	WESTERN ENVIRONMENTAL & SAFETY	4/7/2022	ASBESTOS REMOVAL, AIR SAMPLING	1,299.00
2139	14883384	ESR CONSTRUCTION INC.	4/11/2022	Material Bill 6 and reim	111,351.28
2139	14883387	SOUTHWEST CONSTRUCTION SERVICES	4/11/2022	BLANKET FOR FOR FINISHES ON TH	45,803.62
2139	14883390	WESTERN ENVIRONMENTAL & SAFETY	4/11/2022	WESTERN ENVIRONMENTAL ASBESTOS	7,265.00
2139	14884503	NINYO & MOORE	4/14/2022	BLANKET FOR TDS/LF/LP MPR/GYM	10,320.00
2139	14886346	INTERPIPE CONTRACTING, INC.	4/21/2022	BLANKET FOR PLUMBING ON THE TI	3,654.51
2139	14887594	MGT OF AMERICA, LLC	4/25/2022	BLANKET FOR FISCAL YEAR 2021-2	6,600.00
2139 Total			BOND		\$1,412,429.43
2519	003024	PACIFIC MOBILE STRUCTURES, INC.	4/18/2022	BLANKET FOR FISCAL YEAR 2021-2	848.00
2519 Total			CAPITAL FACILITIES		\$848.00
6200	14882101	AMAZON CAPITAL SERVICES, INC.	4/7/2022	AMAZON - BARONA	1,418.68
6200	14882124	SPECIALIZED THERAPY SERVICES	4/7/2022	Specialized Therapy	3,313.75
6200	14886335	AMAZON CAPITAL SERVICES, INC.	4/21/2022	AMAZON - BARONA	206.89
6200	14886339	BEST BUY BUSINESS ADVANTAGE ACCOUNT	4/21/2022	BEST BUY - BARONA	43,408.32
6200	14888626	CUTTING EDGE SIGNS/STEVEN DUANE FENN	4/28/2022	CUTTING EDGE SIGNS - BARONA	905.10
6200 Total			BARONA CHARTER		\$49,252.74

6201	14880869	JENNIFER LUNDY FAMILY THERAPY INC.	4/4/2022 FAMILY THERAPY PLE 0000000 5800000 3.28.2022	2,400.00
6201	14880873	BRIGHAM YOUNG UNIVERSITY	4/4/2022	7,680.00
6201	14880883	SAN DIEGO GAS & ELECTRIC	4/4/2022 10/4/21 CHANGE ORDER TO ADD RI	2,806.29
6201	14882114	LAKESIDE WATER DISTRICT	4/7/2022 9/1/2021 CHANGE ORDER TO INCRE	241.93
6201	14882130	XEROX FINANCIAL SERVICES, LLC	4/7/2022 0000000 5600027	1,470.39
6201	14883383	EDCO DISPOSAL CORPORATION	4/11/2022 8/10/21 - CHANGE ORDER TO INCR	206.39
6201	14884496	CDW GOVERNMENT, INC.	4/14/2022 0000000 4400010 3.01.2022 CO1	2,500.00
6201	14884499	G.U.H.S.D., AQUATICS	4/14/2022 FACILITY FEE	320.00
6201	14884505	ROCKWELL PRINTING, INC.	4/14/2022 INDEPENDENT STUDY USER LICENSE	876.00
6201	14885525	AT&T	4/18/2022 8/30/21 - CHANGE ORDER TO ADD	166.93
6201	14885530	LAKESIDE UNION SCHOOL DISTRICT	4/18/2022 P CARD STMT MAR 2022	96.25
6201	14887591	CALIFORNIA COAST CREDIT UNION	4/25/2022 CA COAST CU DEC 2021/JAN/FEB 2022	7,092.82
6201	14887603	SOUTHWEST SCHOOL & OFFICE SUPPLY	4/25/2022 BLANKET FOR FISCAL YEAR 2021-2	43.70
6201	14888619	JENNIFER LUNDY FAMILY THERAPY INC.	4/28/2022 ON-CAMPUSM MENTAL HEALTH SERVI	10,800.00
6201	14888636	LAKESIDE EQUIPMENT	4/28/2022 TABLES/CHAIRS/DELIVERY FEE	409.20
6201	14888638	LAKESIDE UNION SCHOOL DISTRICT	4/28/2022 RCF 2122-0021	640.47
6201	14888646	WAXIE SANITARY SUPPLY	4/28/2022 BLANKET FOR SCHOOL YEAR 2021-2	537.88
6201	14888647	WIRED COMPUTER SOLUTIONS	4/28/2022 ITEM#121908 AUDIO SYSTEM	8,851.77
6201 Total			RIVER VALLEY CHARTER	\$47,140.02
Grand Total				\$2,455,962.20

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: MAY 12, 2022

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):

\$3,827.95

Funding Source:

GENERAL FUND, DONATION ACCOUNTS, ETC.

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

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

☐ **Adoption**

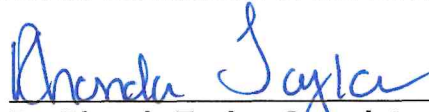
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

Lakeside Union School District
RCF 2122-0022

Date	Num	Name	Memo/Description	Amount
4/29/2022	39674	Jacob Waller	March time not entered into DS	3,798.57
4/27/2022	39673	CA Dept of Tax & Fee	Sales Tax	56.00
4/25/2022	39672	CA Dept of Tax & Fee	Diesel Tax	25.00
				\$3,879.57

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: MAY 12, 2022

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):

\$3,879.57

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

Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

**Lakeside Union School District
RCF 2122-0021**

Date	Num	Name	Memo/Description	Amount
4/7/2022	39640	Clarissa Carel	Refund - ESS Fees - Logan Carel (LC)	275.00
4/7/2022	39641	April Koberg	Refund - Ethan Koberg	160.00
4/12/2022	39642	Franchise Tax Board	Form 592V - 2022 (James Huge)	140.00
4/12/2022	39643	Lauren Woods	ESS Refund - LC - Camden Woods	150.00
4/14/1944	39644	Matt Lagasca	ESS Refund - LF - Greyson Lagasca	179.00
3/23/2022	39645	Suzanne Bass	Reimbursement - supplies for garden/science	119.16
3/14/2022	39646	Richard Benzing	Reimbursement - purge valve	77.45
2/10/2022	39647	Mike Bishop	Reimbursement - TPT classroom supplies	57.40
3/22/2022	39648	Lucretia Browning	Reimbursement - Costco refrig	107.74
2/17/2022	39649	Brandy Delyser	Reimbursement - Walmart-Valentine supplies	114.67
3/22/2022	39650	Lisa DeRosier	Reimbursement - refreshments for DO mtgs	33.98
3/9/2022	39651	Lisa Fann	Reimbursement - Communication Matrix report	9.00
3/17/2022	39652	Laurie Gallamore	Reimbursement - classroom supplies	41.66
3/28/2022	39653	Bridget Gambardella	Reimbursement - classroom photos	13.16
3/4/2022	39654	PJ Gilchrist	Reimbursement - TPT worksheets	8.50
2/11/2022	39655	Sarah Grosskreutz	Reimbursement - classroom supplies	35.67
2/15/2022	39656	Haley Hernandez	Reimbursement - play tent	26.93
3/18/2022	39657	Steve Hunsberger	Reimbursement - Science/campsite supplies	563.02
3/3/2022	39658	Sarah Leslie	Refund - lunch account	82.70
3/10/2022	39659	John Martinez	Reimbursement - classroom supplies	45.40
2/28/2022	39660	Alana Miller	Reimbursement - classroom supplies	41.07
3/21/2022	39661	Kelli Morrissey	Reimbursement - office supplies	27.93
3/1/2022	39662	Jerred Murphy	Reimbursement - ESS supplies	957.30
3/23/2022	39663	Jana Paper	Reimbursement - Home Goods/Joann	19.05
3/5/2022	39664	Karen Saake	Reimbursement - classroom supplies	167.10
3/9/2022	39665	Tammera Smith	Reimbursement - kinder playground sand	26.59
3/7/2022	39666	Jennifer Speedie	Reimbursement - classroom supplies	14.01
2/10/2022	39667	Julie Strate	Reimbursement - TPT classroom supplies	48.87
3/8/2022	39668	Sharon Sullinger	Reimbursement - TPT curriculum / succulents	207.00
4/1/2022	39669	Kristie Summers	Reimbursements - catering for DO mtgs	24.24
3/29/2022	39670	Tiffany Teague	Refund - lunch account	21.50
2/25/2022	39671	Elizabeth Upchurch	Reimbursement - TPT curriculum	32.85

3,827.95

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 12, 2022

Agenda Item:

Ratification of Purchase Orders and Change Orders Listing (April 1, 2022, to April 30, 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, from April 1, 2022, to April 30, 2022.

Fiscal Impact (Cost):

Purchase Orders: \$265,951.03

Change Orders: \$92,344.26

Funding Source:

(01) General Fund Total: \$311,270.79, (12) Child Development \$3,270 (13) Child Nutrition Fund Total: \$8,256.07 (2139) Bond Fund Total: \$35,498.43

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**

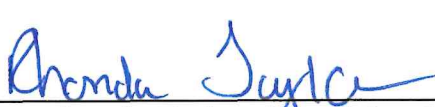
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Supt. Business



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

APRIL 2022 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
0000007780	CCSA	CC AUTISM SPECTRUM CONSULTANT	0100	Special Education	4,200.00
0000007781	EAST COUNTY ALIGNMENT	BUS #48	0100	Transportation	1,316.10
0000007781	EAST COUNTY ALIGNMENT	BUS #48	0100	Transportation	135.71
0000007783	APPLE INC.	ESS PROGRAM IPADS	0100	ESS/ASES/PreSchool	6,335.70
0000007783	APPLE INC.	ESS PROGRAM IPADS	0100	ESS/ASES/PreSchool	753.17
0000007783	APPLE INC.	ESS PROGRAM IPADS	0100	ESS/ASES/PreSchool	6,335.70
0000007783	APPLE INC.	ESS PROGRAM IPADS	0100	ESS/ASES/PreSchool	753.17
0000007783	APPLE INC.	ESS PROGRAM IPADS	0100	ESS/ASES/PreSchool	6,335.70
0000007783	APPLE INC.	ESS PROGRAM IPADS	0100	ESS/ASES/PreSchool	753.18
0000007783	APPLE INC.	ESS PROGRAM IPADS	0100	ESS/ASES/PreSchool	86.20
0000007783	APPLE INC.	ESS PROGRAM IPADS	0100	ESS/ASES/PreSchool	86.20
0000007783	APPLE INC.	ESS PROGRAM IPADS	0100	ESS/ASES/PreSchool	86.20
0000007784	MARJORIE P. BLOCK	INVOICE 2022LL-6 IEE	0100	Special Education	1,920.00
0000007785	MARJORIE P. BLOCK	2022AB-7 INVOICE ONLY - IEE FO	0100	Special Education	1,920.00
0000007786	PROFESSIONAL TUTORS OF AMERICA, INC.	INVOICE 82631 - TUTORING FOR S	0100	Special Education	267.50
0000007790	THE STEPPING STONES GROUP, LLC	SLP @ TDS G. Dongo	0100	Special Education	42,000.00
0000007791	NEW HAVEN YOUTH AND FAMILY SERVICES	NEW HAVEN BLANKET - PO	0100	Special Education	26,632.00
0000007792	DATEL SYSTEMS INCORPORATED	SMARTNET-SOFTWARE SERVICES	0100	Technology	1,826.21
0000007792	DATEL SYSTEMS INCORPORATED	SMARTNET-SOFTWARE SERVICES	0100	Technology	2,522.33
0000007793	NCS PEARSON, INC	INVOICE 17717752	0100	Special Education	43.62
0000007794	Tobii Dynavox LLC	Q028126 BOARDMAKER7- 2 YEAR RE	0100	Special Education	6,465.51
0000007796	NCS PEARSON, INC	PEARSON INVOICE 17897314 - ONL	0100	Special Education	77.44
0000007797	SAN DIEGO BRAINWORKS PSYCHOLOGY	SAN DIEGO BRAINWORKS INV IEE	0100	Psychology Services	5,460.00
0000007800	BUSINESS PRINTING CO. INC.	VISION & HEARING DIRECT NURSE	0100	Health Services	498.39
0000007801	HEARTLAND PAYMENT SYSTEMS, INC.	HEARTLAND CONNECT 2022	0100	Child Nutrition	750.00
0000007803	COMPANION CORPORATION	Alexandria-SubscriptionRenewal	0100	Education Services	1,000.00
0000007803	COMPANION CORPORATION	Alexandria-SubscriptionRenewal	0100	Education Services	800.00
0000007803	COMPANION CORPORATION	Alexandria-SubscriptionRenewal	0100	Education Services	3,600.00
0000007803	COMPANION CORPORATION	Alexandria-SubscriptionRenewal	0100	Education Services	3,300.00
0000007803	COMPANION CORPORATION	Alexandria-SubscriptionRenewal	0100	Education Services	32.88
0000007803	COMPANION CORPORATION	Alexandria-SubscriptionRenewal	0100	Education Services	147.96
0000007803	COMPANION CORPORATION	Alexandria-SubscriptionRenewal	0100	Education Services	41.10
0000007803	COMPANION CORPORATION	Alexandria-SubscriptionRenewal	0100	Education Services	135.63
0000007804	LEXIA LEARNING SYSTEMS LLC	Lexia Subscription	0100	Lakeside Middle School	6,808.45
0000007805	RACHEL'S CHALLENGE	INVOICE 14813-0	0100	Lakeside Middle School	3,600.00
0000007806	OCML, INC	RIA PORTABLE STAGE	0100	Riverview	9,287.88
0000007806	OCML, INC	RIA PORTABLE STAGE	0100	Winter Gardens	1,859.98
0000007806	OCML, INC	RIA PORTABLE STAGE	0100	Winter Gardens	700.00
0000007806	OCML, INC	RIA PORTABLE STAGE	0100	Winter Gardens	59.98

0000007806	OCML, INC	RIA PORTABLE STAGE	0100	Winter Gardens	1,564.95
0000007806	OCML, INC	RIA PORTABLE STAGE	0100	Winter Gardens	927.98
0000007807	EAST COUNTY ALIGNMENT	BRAKE DRUMS & BRAKE HARDWARE F	0100	Transportation	13.00
0000007807	EAST COUNTY ALIGNMENT	BRAKE DRUMS & BRAKE HARDWARE F	0100	Transportation	719.75
0000007807	EAST COUNTY ALIGNMENT	BRAKE DRUMS & BRAKE HARDWARE F	0100	Transportation	310.00
0000007808	CREATIVE BUS SALES, INC.	LABOR WARRANTY REPAIR BUS 60	0100	Transportation	300.00
0000007809	ZOOM VIDEO COMMUNICATIONS, INC.	ZOOM RENEWAL 4/18/22-4/01/23	0100	Technology	2,374.03
0000007810	HAPARA, INC.	TRAINING/INST MGMT SUITE	0100	Technology	2,100.00
0000007810	HAPARA, INC.	TRAINING/INST MGMT SUITE	0100	Technology	14,756.00
0000007811	AZUMA TECH SYSTEMS INC.	LP PARTS/LABOR FOR FIRE ALARM	0100	Maintenance & Operations	680.00
0000007811	AZUMA TECH SYSTEMS INC.	LP PARTS/LABOR FOR FIRE ALARM	0100	Maintenance & Operations	100.00
0000007812	DATEL SYSTEMS INCORPORATED	CABINETS	0100	Technology	565.69
0000007812	DATEL SYSTEMS INCORPORATED	CABINETS	0100	Technology	4,060.00
0000007812	DATEL SYSTEMS INCORPORATED	CABINETS	0100	Technology	6,745.97
0000007812	DATEL SYSTEMS INCORPORATED	CABINETS	0100	Technology	161.63
0000007812	DATEL SYSTEMS INCORPORATED	CABINETS	0100	Technology	1,923.34
0000007812	DATEL SYSTEMS INCORPORATED	CABINETS	0100	Technology	7,308.13
0000007812	DATEL SYSTEMS INCORPORATED	CABINETS	0100	Technology	175.09
0000007812	DATEL SYSTEMS INCORPORATED	CABINETS	0100	Technology	1,923.34
0000007812	DATEL SYSTEMS INCORPORATED	CABINETS	0100	Technology	3,372.98
0000007812	DATEL SYSTEMS INCORPORATED	CABINETS	0100	Technology	80.81
0000007812	DATEL SYSTEMS INCORPORATED	CABINETS	0100	Technology	1,236.43
0000007812	DATEL SYSTEMS INCORPORATED	CABINETS	0100	Technology	2,810.82
0000007812	DATEL SYSTEMS INCORPORATED	CABINETS	0100	Technology	67.34
0000007812	DATEL SYSTEMS INCORPORATED	CABINETS	0100	Technology	1,373.81
0000007813	DIESEL PRINT CO	TK BANNERS	0100	Superintendent	371.52
0000007814	DAVE BANG ASSOCIATES INC OF CA	RV - RED LUNCH TABLES	0100	Riverview	6,190.24
0000007814	DAVE BANG ASSOCIATES INC OF CA	RV - RED LUNCH TABLES	0100	Riverview	479.75
0000007815	JONES SCHOOL SUPPLY CO, INC	TdS HONOR CORDS	0100	Tierra Del Sol	96.44
0000007815	JONES SCHOOL SUPPLY CO, INC	TdS HONOR CORDS	0100	Tierra Del Sol	96.44
0000007815	JONES SCHOOL SUPPLY CO, INC	TdS HONOR CORDS	0100	Tierra Del Sol	96.44
0000007815	JONES SCHOOL SUPPLY CO, INC	TdS HONOR CORDS	0100	Tierra Del Sol	53.88
0000007815	JONES SCHOOL SUPPLY CO, INC	TdS HONOR CORDS	0100	Tierra Del Sol	96.44
0000007816	EL CAJON FORD	BUS #47	0100	Transportation	1,350.00
0000007816	EL CAJON FORD	BUS #47	0100	Transportation	508.72
0000007818	DAVE BANG ASSOCIATES INC OF CA	WG ROUND TABLES	0100	Winter Gardens	0.00
0000007818	DAVE BANG ASSOCIATES INC OF CA	WG ROUND TABLES	0100	Winter Gardens	6,190.24
0000007819	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	REGISTRATION/CONFERENCE	0100	Lakeside Middle School	150.00
0000007819	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	REGISTRATION/CONFERENCE	0100	Lakeside Middle School	2,350.00
0000007819	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	REGISTRATION/CONFERENCE	0100	Lakeside Middle School	1,090.00
0000007820	ARMANDO FLORES/ROYAL LINES CHARTER,LLC	LMS CHARTER 11174 KNOTT'S BERR	0100	Lakeside Middle School	1,469.00

\$ 225,174.09

0000007802	BASKETBALL PRODUCTS INTERNATIONAL	SCORING TABLE, POSSESSION ARRO	0800	Tierra Del Sol	2,275.00
0000007802	BASKETBALL PRODUCTS INTERNATIONAL	SCORING TABLE, POSSESSION ARRO	0800	Tierra Del Sol	60.00
0000007802	BASKETBALL PRODUCTS INTERNATIONAL	SCORING TABLE, POSSESSION ARRO	0800	Tierra Del Sol	622.00
0000007802	BASKETBALL PRODUCTS INTERNATIONAL	SCORING TABLE, POSSESSION ARRO	0800	Tierra Del Sol	250.00
					\$ 3,207.00

0000007779	CHEMSEARCH	12015272 CONTRACT WATER TREATM	1300	Child Nutrition	408.75
0000007787	JASON E. BACHAR	OIL,COOLER,HOSE,LABOR	1300	Child Nutrition	9.70
0000007787	JASON E. BACHAR	OIL,COOLER,HOSE,LABOR	1300	Child Nutrition	77.58
0000007787	JASON E. BACHAR	OIL,COOLER,HOSE,LABOR	1300	Child Nutrition	10.54
0000007787	JASON E. BACHAR	OIL,COOLER,HOSE,LABOR	1300	Child Nutrition	5.00
0000007787	JASON E. BACHAR	OIL,COOLER,HOSE,LABOR	1300	Child Nutrition	141.20
0000007787	JASON E. BACHAR	OIL,COOLER,HOSE,LABOR	1300	Child Nutrition	52.09
0000007787	JASON E. BACHAR	OIL,COOLER,HOSE,LABOR	1300	Child Nutrition	81.11
0000007787	JASON E. BACHAR	OIL,COOLER,HOSE,LABOR	1300	Child Nutrition	41.31
0000007787	JASON E. BACHAR	OIL,COOLER,HOSE,LABOR	1300	Child Nutrition	43.85
0000007787	JASON E. BACHAR	OIL,COOLER,HOSE,LABOR	1300	Child Nutrition	9.70
0000007787	JASON E. BACHAR	OIL,COOLER,HOSE,LABOR	1300	Child Nutrition	270.00
0000007787	JASON E. BACHAR	OIL,COOLER,HOSE,LABOR	1300	Child Nutrition	405.00
0000007788	TAKKT AMERICA HOLDING INC	PAN LIDS SO.53001	1300	Child Nutrition	181.24
0000007788	TAKKT AMERICA HOLDING INC	PAN LIDS SO.53001	1300	Child Nutrition	36.13
0000007798	DSHDD, LLC dba DAVIS FARMS	AVOCADOS	1300	Child Nutrition	298.31
					\$ 2,071.51

0000007782	DATEL SYSTEMS INCORPORATED	LINDO PARK FIBER	2139	Business Services	520.43
0000007782	DATEL SYSTEMS INCORPORATED	LINDO PARK FIBER	2139	Business Services	377.13
0000007782	DATEL SYSTEMS INCORPORATED	LINDO PARK FIBER	2139	Business Services	1,400.00
0000007782	DATEL SYSTEMS INCORPORATED	LINDO PARK FIBER	2139	Business Services	53.88
0000007782	DATEL SYSTEMS INCORPORATED	LINDO PARK FIBER	2139	Business Services	143.31
0000007795	COLBI TECHNOLOGIES, INC.	INVOICE 7834 TERRI TICER RECON	2139	Business Services	600.00
0000007817	SOUTHWEST SCHOOL & OFFICE SUPPLY	TdS MPR CHAIRS	2139	Business Services	29,524.04
0000007817	SOUTHWEST SCHOOL & OFFICE SUPPLY	TdS MPR CHAIRS	2139	Business Services	2,879.64
					\$ 35,498.43

TOTAL PURCHASE ORDERS \$ 265,951.03

TOTAL (01) GENERAL FUND PO's	225,174.09
TOTAL (08) GENERAL FUND PO's	3,207.00
TOTAL (13) GENERAL FUND PO's	2,071.51
TOTAL (21) GENERAL FUND PO's	35,498.43

APRIL 2022 CHANGE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
7054	KIRK'S RADIATOR	2021-22 BLANKET - TRANSP	0100	Transportation	5,000.00
7078	RUSSELL SIGLER, INC.	2021-22 BLANKET - MAINT	0100	Maintenance & Operations	5,000.00
7101	XEROX CORPORATION	2021-22 6 MONTHS LEASE-MNT/TRN	0100	Maintenance & Operations	5,107.00
7107	OFFICE DEPOT, INC.	2021-22 - BLANKET - BUS SVCS	0100	Business Services	500.00
7214	ASELTINE SCHOOL	V2022-027 21-22 BLANKET - SPED	0100	Special Education	15,418.00
7219	AMAZON CAPITAL SERVICES, INC.	2021-22 BLANKET - TDS	0100	Tierra Del Sol	2,500.00
7223	LASERCYCLE USA, INC.	2021-22 BLANKET - DISTRICT	0100	Business Services	850.00
7374	DATTEL SYSTEMS INCORPORATED	RUCKUS SWITCH - TECH	0100	Technology	1,721.70
7441	SPECIALIZED THERAPY SERVICES	V2022-034 THERAPY SVCS - SPED	0100	Psychology Services	50,000.00
					\$ 86,096.70
7802	BASKETBALL PRODUCTS INTERNATIONAL	SCORING TABLE, POSSESSION ARRO	0800	Tierra Del Sol	\$ 63.00
7651	SAN GABRIEL RANCH	ORGANIC ORANGES	1300	Child Nutrition	6,000.00
7787	JASON E. BACHAR	OIL,COOLER,HOSE,LABOR	1300	Child Nutrition	184.56
					\$ 6,184.56
TOTAL CHANGE ORDERS					\$ 92,344.26
TOTAL (01) GENERAL FUND CO's					86,096.70
TOTAL (08) GENERAL FUND CO's					63.00
TOTAL (13) GENERAL FUND CO's					6,184.56

TOTAL \$ 358,295.29

TOTAL (01) GENERAL FUND CO's	311,270.79
TOTAL (12) GENERAL FUND CO's	3,270.00
TOTAL (13) GENERAL FUND CO's	8,256.07
TOTAL (21) GENERAL FUND CO's	35,498.43
	358,295.29

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 12, 2022

Agenda Item:

Ratification of P Card expenditure transactions for the month of March 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, from March 1, 2022, to March 31, 2022.

Fiscal Impact (Cost):

\$26,638.03

Funding Source:

General Fund Total: \$23,885.69 Child Development Fund Total: \$1,731.67, Child Nutrition Fund Total: \$1,020.67

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 _____

MARCH 2022 MISSION FEDERAL P-CARD LEDGER

ACCT NAME	POST DATE	AMT	MERCHANT NAME	FIN.EXPENSE DESCRIPTION
BEISIGL,BRIAN	03/03/2022	\$ 134.85	AMAZON WEB SERVICES	WEB CLOUD HOSTING FOR THE DISTRICT
BEISIGL,BRIAN	03/07/2022	\$ 15.06	PAYTON HARDWARE	CABLE TIES
BOWMAN,ROBYN	03/04/2022	\$ 102.96	CDE PRESS	CALIFORNIA PRESCHOOL LEARNING FOUNDATIONS VOLUME 3 (SHIPPING \$8.35)
BOWMAN,ROBYN	03/04/2022	\$ 172.79	HOBBY-LOBBY #658	MISC CRAFT & DECORATION SUPPLIES
BOWMAN,ROBYN	03/08/2022	\$ 60.61	INSECT LORE	BUTTERFLY STICKERS, CUPS OF CATAILLARS (X4)
BOWMAN,ROBYN	03/08/2022	\$ 133.45	SMART AND FINAL 930	PLASTIC AND PAPER GOODS
BOWMAN,ROBYN	03/10/2022	\$ 300.00	EVERYCHILD CALIFORNIA	RENEWAL CONPREHENSIVE MEMBERSHIP TO EVERY CHILD CALIFORNIA
BOWMAN,ROBYN	03/11/2022	\$ 66.67	SMART AND FINAL 929	MISC SNACK SUPPLIES FOR PROGRAM
BOWMAN,ROBYN	03/11/2022	\$ 16.26	DOLLARTREE	SPRING DECORATING SUPPLIES AND BUBBLE SUPPLIES
BOWMAN,ROBYN	03/13/2022	\$ 294.98	SAMSClub #6235	MISC SNACKS AND CLEANING SUPPLIES FOR PROGRAM
BOWMAN,ROBYN	03/16/2022	\$ 10.99	APPLE.COM/BILL	ANNUAL MEMBERSHIP FEE FOR AMAZON MUSIC ACCOUNT
BOWMAN,ROBYN	03/20/2022	\$ 5.00	CORODATA SHREDDING INC	PAPER SHREDDING
BOWMAN,ROBYN	03/23/2022	\$ 129.57	WAL-MART #1917	HP PRINTER CARTRIDGES
BOWMAN,ROBYN	03/27/2022	\$ 299.00	EVERYCHILD CALIFORNIA	EARLYCHILD CALIFORNIA CONFERENCE
BOWMAN,ROBYN	03/29/2022	\$ 99.65	TARGET 00014852	DVD'S FOR PROGRAM
BOWMAN,ROBYN	03/30/2022	\$ 39.74	WAL-MART #1917	DVD'S FOR PROGRAM
COX,GRACE	03/13/2022	\$ 72.00	POWTOON.COM	A YEARLY SUBSCRIPTION FOR VIDEO EDITING USE.
COX,GRACE	03/24/2022	\$ 119.00	JASPER.AI (EX. JARVIS)	MONTHLY SUBSCRIPTION -TO HELP MAKE EMAILS PROFESSIONAL
COX,GRACE	03/30/2022	\$ 199.00	EASTERN SUFFOLK BOCES	JAY MCTIGHE TRAINING ON DESIGNING AND USING AUTHENTIC PERFORMANCE TASKS .
COX,GRACE	03/30/2022	\$ 199.00	EASTERN SUFFOLK BOCES	JAY MCTIGHE TRAINING ON DESIGNING AND USING AUTHENTIC PERFORMANCE TASKS .
DAVIS,LISA	03/04/2022	\$ 39.87	GREEK STYLE CHICKEN -	MEAL DURING NEGOTIATIONS
DAVIS,LISA	03/17/2022	\$ 506.71	INTUIT *QUICKBOOKS ONL	QUICKBOOKS RENEWAL FOR THE YEAR
DEROSIER,LISA A	03/03/2022	\$ 21.00	TST* NOTHING BUNDT CAK	BUNDLETS FOR EMPLOYEES OF THE YEAR
DEROSIER,LISA A	03/04/2022	\$ 45.00	CRAIGSLIST.ORG	LVN JOB POSTING ON CRAIGSLIST (HR)
DEROSIER,LISA A	03/10/2022	\$ 44.00	TST* NOTHING BUNDT CAK	BUNDLETS FOR EMPLOYEES OF THE YEAR
DEROSIER,LISA A	03/16/2022	\$ 60.50	TST* NOTHING BUNDT CAK	BUNDLETS FOR EMPLOYEES OF THE YEAR
DEROSIER,LISA A	03/23/2022	\$ 27.50	TST* NOTHING BUNDT CAK	BUNDLETS FOR EMPLOYEES OF THE YEAR
DEROSIER,LISA A	03/31/2022	\$ 198.00	EAST COUNTY CALIFORNIA	RODEO AD
GILBERT,KELLY	03/02/2022	\$ 693.31	LAKESHORE LEARNING MAT	LEARNING CENTERS/ACTIVITIES
GILBERT,KELLY	03/27/2022	\$ 92.03	LAKESHORE LEARNING MAT	CLASSROOM ACTIVITIES/CENTERS
GREEN,TESSA	03/15/2022	\$ 17.91	DIESEL PRINT CO., LLC	TEE SHIRTS FOR JR. OLYMPICS
GREEN,TESSA	03/15/2022	\$ 452.99	DIESEL PRINT CO., LLC	TEE SHIRTS FOR THE JR. OLYMPICS
GREEN,TESSA	03/28/2022	\$ 321.10	THE HOME DEPOT #0673	PLANTS FOR THE NEW MULTI PURPOSE ROOM.
HARDIMAN,LESLIE	03/14/2022	\$ 538.75	COPY CORRAL	AWARDS CERTIFICATES
KEIPER,KEITH	03/15/2022	\$ 4,874.20	HOTELSCOM9170990932541	5 HOTEL ROOMS FOR 4 NIGHTS IN SAN FRANCISCO FOR PRINCIPAL AND 4 TEACHERS TO ATTEND RESPONSIVE CLASSROOM INSTITUTE CONFERENCE. JUNE 20, 2022 - JUNE 24, 2022.
KEIPER,KEITH	03/16/2022	\$ 53.80	ALASKA AIRLINES INC.	FLIGHT FOR ASHLEIGH WYATT, TEACHER, TO RESPONSIVE CLASSROOM CONFERENCE JUNE 2022
KEIPER,KEITH	03/16/2022	\$ 29.20	ALASKA AIRLINES INC.	FLIGHT FOR KEITH KEIPER, PRINCIPAL, TO RESPONSIVE CLASSROOM CONFERENCE JUNE 2022
KEIPER,KEITH	03/16/2022	\$ 53.81	ALASKA AIRLINES INC.	FLIGHT FOR LEAH HOPKINS, TEACHER, TO RESPONSIVE CLASSROOM CONFERENCE JUNE 2022
KEIPER,KEITH	03/16/2022	\$ 35.33	ALASKA AIRLINES INC.	FLIGHT FOR KELSEY BRANNON, TEACHER, TO RESPONSIVE CLASSROOM CONFERENCE JUNE 2022
KEIPER,KEITH	03/16/2022	\$ 35.33	ALASKA AIRLINES INC.	FLIGHT FOR BETH SANDFORD, TEACHER, TO RESPONSIVE CLASSROOM CONFERENCE JUNE 2022
KEIPER,KEITH	03/27/2022	\$ 35.90	STARBUCKS STORE 15511	COFFEE FOR "COFFEE WITH THE PRINCIPAL" COMMUNITY OUTREACH.
KEIPER,KEITH	03/27/2022	\$ 27.00	COUNTRY DONUT	DONUTS FOR "COFFEE WITH THE PRINCIPAL" COMMUNITY OUTREACH.
MULL,STEVE	03/01/2022	\$ 417.30	ADVMA 8007276553	PARTS FOR WOOD SHOP EQUIPMENT
MULL,STEVE	03/17/2022	\$ 2,368.00	KNOTT'S BERRY FARM ADM	KNOTTS TICKETS FOR SHOW CHOIR
MULL,STEVE	03/17/2022	\$ 1,702.00	KNOTT'S BERRY FARM ADM	SHOW CHOIR KNOTTS TRIP
MULL,STEVE	03/25/2022	\$ 175.86	LIONS GATE HOTEL	HOTEL FFA STATE CONFERENCE
MULL,STEVE	03/25/2022	\$ 175.86	LIONS GATE HOTEL	HOTEL - FFA STATE CONFERENCE
MULL,STEVE	03/25/2022	\$ 175.89	LIONS GATE HOTEL	FFA CONFERENCE - HOTEL
MULL,STEVE	03/27/2022	\$ 0.03	LIONS GATE HOTEL	FFA STATE CONFERENCE HOTEL
MULL,STEVE	03/27/2022	\$ 708.00	LIONS GATE HOTEL	FFA STATE CONFERENCE HOTEL
MULL,STEVE	03/27/2022	\$ 708.00	LIONS GATE HOTEL	FFA STATE CONFERENCE HOTEL

MARCH 2022 MISSION FEDERAL P-CARD LEDGER

MULL,STEVE	03/27/2022	\$ 708.00	LIONS GATE HOTEL	FFA CONFERENCE HOTEL
MULL,STEVE	03/28/2022	\$ 566.40	LIONS GATE HOTEL	FFA STATE CONFERENCE HOTEL
MULL,STEVE	03/28/2022	\$ 566.40	LIONS GATE HOTEL	FFA STATE CONFERENCE HOTEL
MULL,STEVE	03/28/2022	\$ 566.40	LIONS GATE HOTEL	FFA STATE CONFERENCE HOTEL
MULL,STEVE	03/28/2022	\$ 566.40	LIONS GATE HOTEL	FFA STATE CONFERENCE HOTEL
MULL,STEVE	03/28/2022	\$ 566.40	LIONS GATE HOTEL	FFA STATE CONFERENCE HOTEL
MULL,STEVE	03/28/2022	\$ 566.40	LIONS GATE HOTEL	FFA STATE CONFERENCE - HOTEL CREDIT, CHARGED 566.40 EXTRA
MULL,STEVE	03/29/2022	\$ 141.60	LIONS GATE HOTEL	FFA STATE CONFERENCE HOTEL
MULL,STEVE	03/30/2022	\$ 199.00	FS *BOINX	SOFTWARE FOR ANNOUNCEMENT SYSTEM
MURPHY,JERRED C	03/02/2022	\$ 13.00	FIVE STAR EXPRESS CAR	DISTRICT VEHICLE WASH
MURPHY,JERRED C	03/17/2022	\$ 29.03	THE HOME DEPOT #0673	PARTS TO FIX TOILET
OWENS,TODD	03/09/2022	\$ 28.00	SQ *EAST COUNTY GAZETT	ADVERTISEMENT FOR SURPLUS SALE
OWENS,TODD	03/09/2022	\$ 524.25	ANITA FIRE HOSE COMPAN	FIRE EXTINGUISHER SERVICE
OWENS,TODD	03/10/2022	\$ 93.42	OLDCASTLE PRECAST	LID FOR LP VALVE BOX
ROSA,JIM	03/18/2022	\$ 23.26	SMART AND FINAL 929	SUPPLIES/FOOD FOR TEACHER APPRECIATION LUNCH
ROSA,JIM	03/24/2022	\$ 352.00	IN *RUG RATS INC.	RUGS FOR NEW OFFICE
ROSA,JIM	03/30/2022	\$ 260.95	POSITIVE PROMOTIONS	SUPPLIES FOR TEACHER APPRECIATION
SINATRA,CHRISTINE	03/09/2022	\$ 374.49	MHE*MCGRW-HILL ECOMM	LV - READING MASTERY
SINATRA,CHRISTINE	03/17/2022	\$ 646.45	SUPER DUPER PUBLICATIO	TILLS TEST KIT - TRIPP
SINATRA,CHRISTINE	03/18/2022	\$ 16.50	AWL*PEARSON EDUCATION	PSYCH ONLINE SCORE REPORT - QGLOBAL
SINATRA,CHRISTINE	03/20/2022	\$ 228.40	AWL*PEARSON EDUCATION	PSYCH PROTOCOLS
SINATRA,CHRISTINE	03/25/2022	\$ 147.65	JERSEY MIKES ONLINE OR	INTERVIEW LUNCH SPED
THOMAS,AMANDA	03/09/2022	\$ 105.00	IN *WESTERN FOOD SAFET	FOOD SAFETY COURSE.
THOMAS,AMANDA	03/13/2022	297.87	ERIE VEHICLE COMPANY	PARTS FOR THE FOOD SERVICE TRUCK. CHEVY
THOMAS,AMANDA	03/15/2022	\$ 80.97	EBAY O*22-08378-61115	PARTS FOR THE FOOD SERVICE TRUCK. CHEVY
THOMAS,AMANDA	03/17/2022	\$ 223.39	THE WEBSTAIRANT STORE	DOUGH BLADES
THOMAS,AMANDA	03/25/2022	\$ 204.34	THE WEBSTAIRANT STORE	DOUGH BLADES
THOMAS,AMANDA	03/31/2022	\$ 109.10	THE WEBSTAIRANT STORE	DOUGH BLADES
WINSPEAR,NATALIE	03/02/2022	\$ 50.00	CE-GO.COM	\$50 DISCOUNT FOR BEING SCHL DISTRICT EMPLOYEES FROM CONFERENCE CICAMH 2022
WINSPEAR,NATALIE	03/24/2022	\$ 199.00	EASTERN SUFFOLK BOCES	ONLINE COURSE FOR B. JIMENEZ, N. WINSPEAR & K. GILBERT
WINSPEAR,NATALIE	03/24/2022	\$ 199.00	EASTERN SUFFOLK BOCES	ONLINE COURSE FOR B. JIMENEZ, N. WINSPEAR & K. GILBERT
WINSPEAR,NATALIE	03/25/2022	\$ 199.00	EASTERN SUFFOLK BOCES	ONLINE COURSE FOR B. JIMENEZ, N. WINSPEAR & K. GILBERT
WINSPEAR,NATALIE	03/27/2022	\$ 681.20	AWL*PEARSON EDUCATION	TESTING PROTOCOLS FOR PSYCH

\$ 26,638.03

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/2022

Agenda Item:

Approval of Resolution #'s 2022-20, 2022-21, 2022-22, 2022-23 as LUSD's Authorized Agents

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

Approval is requested of the following Resolutions:

2022-20: Authorized Agents to receive mail/pick up warrants-Lisa Davis, Cathy Nevins, Lamia Matti, Rachel Camarero, Keri Wutzke, Aimee McReynolds, Samantha Orahoad

2022-21: Payment Order Resolution-Lisa Davis

2022-22: Authorized Agent to Sign School Orders (Commercial Warrants)-Lisa Davis

2022-23: Authorizing Replacement of Warrants-Rhonda Taylor, Lisa Davis, Natalie Winspear

Fiscal Impact (Cost):

None

[Click here to enter text.](#)

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**

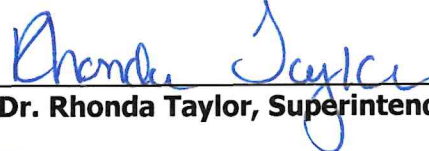
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member

RESOLUTION # 2022-20
RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL
AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

Lakeside Union School District School District, San Diego County ON MOTION

OF member _____, seconded by member _____

effective July 1, 2022 through June 30, 2023.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (**one person only**) to receive mail from the Accounting/Payroll Sections is Lisa Davis.
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:

Lisa Davis, Samantha Orahoad, Rachel Camarero, Cathy Nevins,
Keri Wutzke, Aimee McReynolds, Lamia Matti

- | | mail | hold | consortium | |
|--------------|-------------------------------------|--------------------------|--------------------------|---|
| 3. Check one | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Monthly payroll warrants each and every month. |
| Check one | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Daily/Hourly payroll warrants each and every month. |

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 12, 2022 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, _____, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp)

Lisa Davis
Cathy Nevins
Rachel Camarero
Aimee McReynolds
Samantha Orahoad
San Diego County Office of Education

Lisa Davis

RESOLUTION # 2022-21
PAYMENT ORDER RESOLUTION

Lakeside Union School District School District, San Diego County ON MOTION
OF member _____, seconded by member _____
effective July 1, 2022 through June 30, 2023.

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Government Code (**all districts**), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Lisa Davis or _____.

IT IS FURTHER RESOLVED AND ORDERED that, in accordance with the payroll procedure provided in Education Code Section 45310 (**merit system districts only**), no warrant shall be drawn by or on behalf of the governing board of this district for the payment of any salary or wage to any employee in the classified service unless the assignment bears the certification of the following person:

N/A, Personnel Director

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on _____ by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS


I, _____, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):



Facsimile signature(s), if applicable:
(Rubber Stamp) Gov Code Sec. 5501



RESOLUTION # 2022-22
**RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS
(COMMERCIAL WARRANTS)**

Lakeside Union School District School District, San Diego County ON MOTION

OF member _____, seconded by member _____

effective July 1, 2022 through June 30, 2023.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section 42632 or 85232, Lisa Davis be and is hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 12, 2022 by the following vote: (date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS


STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS


I, _____, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp)





Lakeside Union SCHOOL DISTRICT

RESOLUTION 2022-23 AUTHORIZING THE REPLACEMENT OF WARRANTS

On a motion of Member _____, seconded by Member _____ the following Resolution is adopted:

WHEREAS, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and
WHEREAS, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and
WHEREAS, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.
NOW, THEREFORE BE IT RESOLVED by the governing Board of the
Lakeside Union

School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

Superintendent _____ Manual Signature Rhonda Taylor

Facsimile Signature Rhonda Taylor

Am Davis

Lisa Davis

Assistant Superintendent, Business Services

~~Assistant Superintendent, Employer/Employee Relations~~

Charlie W. Simpson,

Deleung

Assistant Superintendent, Educational Services

Finance Director
~~Director of Accounting~~

PASSED AND ADOPTED by said Governing Board on _____

AYES: _____

NOES: _____

ABSENT: _____

I, _____ Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

Clerk of the Governing Board

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/2022

Agenda Item:

Approval of Resolution No. 2022-25, designating Lisa Davis to file applications/forms for State and Federal Construction Funds.

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

Approval is requested of Resolution No. 2022-25 designating Lisa Davis as the authorized agent of the District with the State Allocation Board (SAB) who authorizes the Office of Public School Construction. Such authorization will be used to file applications and other forms and to secure payment of the apportionments requested.

Fiscal Impact (Cost):

None

Funding Source:

N/A

Addresses Emphasis Goal(s):


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

Recommended Action:

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

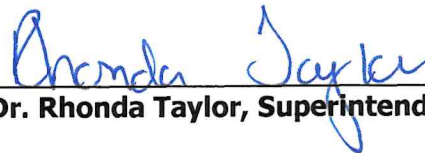
Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

RESOLUTION OF THE LAKESIDE UNION SCHOOL DISTRICT DESIGNATING
AUTHORIZED AGENT TO FILE APPLICATIONS FOR STATE AND FEDERAL
CONSTRUCTION FUNDS

RESOLUTION NO. 2022-25

On Motion Member _____, seconded by Member _____, the
following resolution is adopted by the Governing Board of the School District:

NOW THEREFORE, BE IT RESOLVED by the Governing Board of the Lakeside Union
School District ad hereby ordered that effective May 12, 2022, Lisa Davis, Assistant
Superintendent, Business Services, is hereby designated as Authorized Agent of the District and
is hereby authorized and directed to file applications and other forms with the State Allocation
Board on behalf of the District.

Further, that said Authorized Agent is authorized as District Representative to furnish such
information as may be required to conduct and conclude all negotiations and execute such
instruments as may be necessary for securing payment of the apportionments requested in the
applications and the expenditure, therefore.

BE IT FURTHER RESOLVED that these motions shall stand until such time as rescinded,
amended, or modified by further action of this Board.

PASSED AND ADOPTED by members of the Governing Board of the School District this 12th
day of May 2022 by the following vote:

AYES:

NOES:

ABSENT:

I, _____, Clerk/Secretary of the Governing Board of the Lakeside Union
School District, do hereby certify that the foregoing is full, true, and corrected copy of a
resolution adopted by the said Board at a regularly called and conducted meeting held on said
date.

Signature Clerk/Secretary of the Governing Board

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/2022

Agenda Item:

ERATE Extension-3rd Year

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

Approval is requested of a third extension with Datel Systems, Inc to the original agreement dated January 1, 2020, "Bid #Switch and Wireless AP with Installation" for the year 2022-23.

Fiscal Impact (Cost):

None

Funding Source:

N/A

Addresses Emphasis Goal(s):

☐ #1: Academic Achievement

☐ #2: Social Emotional

☐ #3: Physical Environments

Recommended Action:

☐ Informational

☐ Denial/Rejection

☐ Discussion

☐ Ratification

☒ Approval

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

☐ Adoption

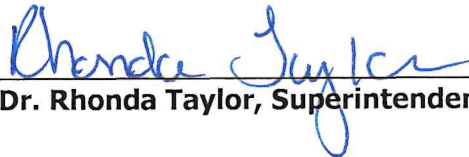
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LUSD
Contract #
V2023-003

AMENDMENT
TO
BASIC MAINTENANCE OF
NETWORK EQUIPMENT
AGREEMENT
between

Lakeside Union School District, hereinafter referred to as "District", and Datel Systems, Inc., hereinafter referred to as "Contractor", do hereby execute the ~~second~~ ^{third} of a possible 3 years of allowable extensions in the original agreement dated January 01, 2020, Bid #Switch and Wireless AP with Installation E-RATE Funding Year 2021-2022 for time period stated below:

1. Services to be Provided by Contractor:
Contractor will provide Basic Maintenance of Network equipment as defined in the original bid documents.
2. Term:
Original period of covered services: July 1, 2020 through September 30, 2021.
Executed 3rd year extension July 1, 2022 through June 30, 2023
We are extending services under this Agreement starting on July 1, 2022, and Contractor will diligently perform as required and complete performance by June 30, 2023.
3. Compensation:
District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement, and as originally signed January 31, 2020.

All other terms and conditions of original agreement remain unaffected by this additional assignment of services to be performed.

This extension certifies that District and Datel Systems shall adhere to all regulations outlined in the Program Summary residing on the FCC's website found at <https://www.fcc.gov/general/summary-e-rate-modernization-order> and that should any difference be identified between original contract terms and the said E-rate Order, that the Order shall supersede original contract terms.

This Agreement is hereby amended and entered into this 22th day of April, 2022.

DISTRICT

By: [Signature]
Signature

Typed Name

Title

CONTRACTOR

By: [Signature]
Signature

Sean Yost

Typed Name

Sr. Account Manager

Title

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 12th, 2022

Agenda Item:

Approval is requested for the purchase of eight new hot holding units to support the Child Nutrition Department's daily food service operation.

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

The Child Nutrition department is requesting authorization to purchase eight hot holding units which are necessary to support the daily transport of hot meals from the central kitchen to the school sites. The department's current hot holding units run on old technology and are slowly losing functionality as they were purchased over ten years ago. Two quotes were obtained from San Diego Restaurant Supply and Economy Restaurant Equipment and Supply in order to receive the most competitive pricing for the hot holding units. Economy Restaurant and Supply provided the most competitive, bottom line lowest price for all eight holding units.

Please see the attached sales quote for equipment details.

Fiscal Impact (Cost):

The total cost of the kitchen equipment is \$50,745.94.

Funding Source:

1300-7028000-0000-8500-6400000-189-770

1300-5320000-0000-3700-5460000-189-770

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

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

☐ **Adoption**

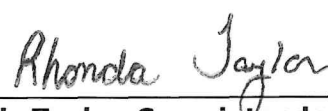
Originating Department/School: Child Nutrition

Submitted/Recommended By:

Approved for Submission to the Governing Board:

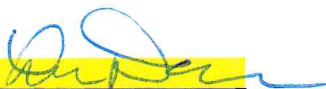


Principal/Manager



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member





RESTAURANT EQUIPMENT & SUPPLY CO.

Suppliers, Designers, and Consultants to the Foodservice Industry

WWW.ECONOMYRESTAURANTEQUIP.COM



Quote

03/15/2022

SOLD TO:

LAKESIDE UNION SCHOOL
DISTRICT
Amanda Thomas
12335 Woodside Avenue
Lakeside, CA 92040
619-390-2600 2550

SHIP TO:

LAKESIDE UNION SCHOOL
DISTRICT
12335 Woodside Avenue
Lakeside, CA 92040

From:

Economy Restaurant Equipment &
Supply
Carolina Contreras
1111 Grand Avenue
San Marcos, CA 92078-2603
(760)471-2761
7604712761 (Contact)
(760)471-8647 (Fax)
Carolina@economyrestaurantequip
.com

Project Code: CC186256

Thank you for your request for equipment and supplies. We sincerely appreciate the opportunity to bid your project. **Economy Restaurant Equipment & Supply** is Southern California's leader in service excellence in the foodservice equipment industry! Please make sure to read the sales terms and conditions at the end of this proposal.

***Please note, due to continued pressures from rising raw material and freight costs, Manufacturers maybe having price, surcharges, freight increases without notice.*

*Economy reserves the right to adjust pricing accordingly. ***

Item	Qty	Description	SELL	SELL Total
------	-----	-------------	------	------------

2

8 ea **MOBILE HEATED CABINET**

\$5,169.00

\$41,352.00



Cres Cor Model No. H137SUA12D

Cabinet, Mobile Heated, insulated, top-mount heater assembly, recessed push/pull handles, magnetic latch, (12) sets chrome plated wire universal angle slides for 12" x 20" thru 18" x 26" pans on 4-1/2" centers, adjustable 1-1/2" centers, reversible dutch doors, (4) heavy duty 5" swivel casters (2) braked, anti-microbial latches, stainless steel construction, NSF, cCSAus, ENERGY STAR® **JCB-J000620597-001**
 Dimensions 73(h) x 28.75(w) x 32.75(d)

8 ea Standard Warranty: 1 year labor with 3 year parts warranty

8 ea 120v/60/1-ph, 1.5 kW, 12.0 amp, 10 ft power cord, NEMA 5-15P, standard

16 ea Key lock handles (per door) (2 required) \$25.00 \$400.00

8 ea 1405 159 Perimeter Bumper, add 2" to OA dimensions, non-marking, gray \$264.00 \$2,112.00

8 ea 1087 101 Rear Push Handle \$188.00 \$1,504.00

16 ea 0569-343-BK Caster with brake \$54.00 \$864.00

16 ea 0569-343-K Caster \$54.00 \$864.00

ITEM TOTAL: \$47,096.00

Merchandise \$47,096.00

Tax 7.75% \$3,649.94

Total \$50,745.94

Acceptance: _____

Date: _____

Printed Name: _____

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 12, 2022

Agenda Item:

Approval of the May 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"/> 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 _____

LUSD CONTRACTS 2021-22

Agency Name	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
COLBI	Program Reconciliation Services	V2022-089	BOND		6/30/2022	\$2,250.00
Zovargo, LLC	Animal Education Programs	L2022-03	Winter Gardens	4/27/2022	6/3/2022	\$550.00
San Diego Supt. Of Schools	Native Scholars Pathway Program MOU	V2022-090	Pupil Services	4/1/2022	6/30/2027	None/Grant
Datel	Ext. of ERATE Funding	V2023-003	Technology	7/1/2022	6/30/2023	3rd Extension of ERATE Contract 2020-2021
Grace Dearborn (Conscious Teaching)	Professional Development-Summer	I2022-030	Ed Services	6/20/2022	6/22/2022	\$10,000.00
Western Sign & Awning	Riverview LED Screen & Installation	V2022-091	Riverview	4/13/2022	6/30/2023	\$32,696.00
Building Block Entertainment	Assembly Performance	L2022-04	Winter Gardens	6/2/2022	6/2/2022	\$1,095.00

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/2022

Agenda Item:

Approval of Notice of Completions for various Prop V and Measure L Bond Projects

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

Approval is requested for the final Notice of Completions for the below vendors for the Prop V and Measure L Bond Projects:

ACE Electric	1/24/2022	Tierra Del So Gymnasium
Interpipe Contracting, Inc.	1/24/2022	Tierra Del So Gymnasium
Johnston Tractor	1/24/2022	Tierra Del So Gymnasium
SWCS	1/24/2022	Tierra Del So Gymnasium
SWCS	4/5/2022	Tierra Del Sol Modernization

Fiscal Impact (Cost):

None

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

Recordation Requested by and
When Recorded Return to

Contact Name Lisa Davis, Assistant Superintendent
District Name Lakeside Union School District
District Address 12335 Woodside Avenue
City, State, Zip Lakeside, CA 92040

Above Space for Recorder's Use Only

**ACCEPTANCE OF WORK
AND
NOTICE OF COMPLETION**

1. Lakeside Union School District
(Name of School District)
2. Ace Electric Inc.
(Name of Contractor)
3. Travelers Casualty and Surety Company of America
(Name of Surety)
4. Description of Public Work Involved Sufficient for Identification:
5. Date of Contract: 2/12/21
6. Acceptance of work and materials is recommended
Robert D Webb 03/22/2022
Project Rep. Or Architect (Date)
7. Acceptance of Work and Materials

NOTICE IS HEREBY GIVEN that the above referenced contract and public work to which Chapter 3 of Division 5 of Title 1 of the Government Code (commencing with Section 4200) applies were completed and accepted by the Lakeside Union School District on the 24th of Jan 2022.

The Contractor of said contract and public work and the name of the surety on the Contractor's Bond of said Contract are as set forth above.

Lisa Davis
District Representative (i.e. Director)
Title: Assistant Superintendent of Business Services

Rhonda Taylor, Ed.D.
District Representative (i.e. Superintendent)
Title: Superintendent

(Code of Civil Procedures 1192.11)
Government Code 27361.61)

VERIFICATION

The undersigned declares that he/she is an officer, namely the _____ of the Governing Board of the Lakeside Union School District, which is the owner of the public work described in the Notice of Completion executed by said District; that he/she has read the same and knows the contents thereof and that the facts therein stated are true of his/her own knowledge; and that he/she makes this verification for and on behalf of said county office.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2022 at San Diego California

Recordation Requested by and
When Recorded Return to

Contact Name Lisa Davis, Assistant Superintendent
District Name Lakeside Union School District
District Address 12335 Woodside Avenue
City, State, Zip Lakeside, CA 92040

Above Space for Recorder's Use Only

**ACCEPTANCE OF WORK
AND
NOTICE OF COMPLETION**

1. Lakeside Union School District
(Name of School District)
2. Interpipe Contracting, Inc.
(Name of Contractor)
3. Merchants Bonding Company (Mutual)
(Name of Surety)

4. Description of Public Work Involved Sufficient for Identification:

5. Date of Contract: 2/12/21

6. Acceptance of work and materials is recommended

Robert D. Webb

03/22/2022

Project Rep. Or Architect

(Date)

7. Acceptance of Work and Materials

NOTICE IS HEREBY GIVEN that the above referenced contract and public work to which Chapter 3 of Division 5 of Title 1 of the Government Code (commencing with Section 4200) applies were completed and accepted by the Lakeside Union School District on the 24th of Jan 2022.

The Contractor of said contract and public work and the name of the surety on the Contractor's Bond of said Contract are as set forth above.

Lisa Davis

District Representative (i.e. Director)

Title: Assistant Superintendent of Business Services

Rhonda Taylor, Ed.D.

District Representative (i.e. Superintendent)

Title: Superintendent

(Code of Civil Procedures 1192.11)

Government Code 27361.61)

VERIFICATION

The undersigned declares that he/she is an officer, namely the _____ of the Governing Board of the Lakeside Union School District, which is the owner of the public work described in the Notice of Completion executed by said District; that he/she has read the same and knows the contents thereof and that the facts therein stated are true of his/her own knowledge; and that he/she makes this verification for and on behalf of said county office.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2022 at San Diego California

Recordation Requested by and
When Recorded Return to

Contact Name Lisa Davis, Assistant Superintendent
District Name Lakeside Union School District
District Address 12335 Woodside Avenue
City, State, Zip Lakeside, CA 92040

Above Space for Recorder's Use Only

**ACCEPTANCE OF WORK
AND
NOTICE OF COMPLETION**

1. Lakeside Union School District
(Name of School District)
2. Johnston Tractor, Inc.
(Name of Contractor)
3. Hudson Insurance Company
(Name of Surety)

4. Description of Public Work Involved Sufficient for Identification:

5. Date of Contract: 2/12/21

6. Acceptance of work and materials is recommended

Robert D. Webb

03/22/2022

Project Rep. Or Architect

(Date)

7. Acceptance of Work and Materials

NOTICE IS HEREBY GIVEN that the above referenced contract and public work to which Chapter 3 of Division 5 of Title 1 of the Government Code (commencing with Section 4200) applies were completed and accepted by the Lakeside Union School District on the 24th of Jan 2022.

The Contractor of said contract and public work and the name of the surety on the Contractor's Bond of said Contract are as set forth above.

Lisa Davis

District Representative (i.e. Director)

Title: Assistant Superintendent of Business Services

Rhonda Taylor, Ed.D.

District Representative (i.e. Superintendent)

Title: Superintendent

(Code of Civil Procedures 1192.11)

Government Code 27361.61)

VERIFICATION

The undersigned declares that he/she is an officer, namely the _____ of the Governing Board of the Lakeside Union School District, which is the owner of the public work described in the Notice of Completion executed by said District; that he/she has read the same and knows the contents thereof and that the facts therein stated are true of his/her own knowledge; and that he/she makes this verification for and on behalf of said county office.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2022 at San Diego California

Recordation Requested by and
When Recorded Return to

Contact Name Lisa Davis, Assistant Superintendent
District Name Lakeside Union School District
District Address 12335 Woodside Avenue
City, State, Zip Lakeside, CA 92040

Above Space for Recorder's Use Only

**ACCEPTANCE OF WORK
AND
NOTICE OF COMPLETION**

1. Lakeside Union School District
(Name of School District)
2. SWCS, Inc. dba Southwest Construction Services
(Name of Contractor)
3. Crum & Forster
(Name of Surety)
4. Description of Public Work Involved Sufficient for Identification:
5. Date of Contract: 2/12/21
6. Acceptance of work and materials is recommended
Robert D Webb 03/22/2022
Project Rep. Or Architect (Date)
7. Acceptance of Work and Materials

NOTICE IS HEREBY GIVEN that the above referenced contract and public work to which Chapter 3 of Division 5 of Title 1 of the Government Code (commencing with Section 4200) applies were completed and accepted by the Lakeside Union School District on the 24th of Jan 2022.

The Contractor of said contract and public work and the name of the surety on the Contractor's Bond of said Contract are as set forth above.

Lisa Davis
District Representative (i.e. Director)
Title: Assistant Superintendent of Business Services

Rhonda Taylor, Ed.D.
District Representative (i.e. Superintendent)
Title: Superintendent

(Code of Civil Procedures 1192.11)
Government Code 27361.61)

VERIFICATION

The undersigned declares that he/she is an officer, namely the _____ of the Governing Board of the Lakeside Union School District, which is the owner of the public work described in the Notice of Completion executed by said District; that he/she has read the same and knows the contents thereof and that the facts therein stated are true of his/her own knowledge; and that he/she makes this verification for and on behalf of said county office.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2022 at San Diego California

Recordation Requested by and
When Recorded Return to

Contact Name Lisa Davis, Assistant Superintendent
District Name Lakeside Union School District
District Address 12335 Woodside Avenue
City, State, Zip Lakeside, CA 92040

Above Space for Recorder's Use Only

**ACCEPTANCE OF WORK
AND
NOTICE OF COMPLETION**

1. Lakeside Union School District
(Name of School District)
2. SWCS, Inc. dba Southwest Construction Services
(Name of Contractor)
3. Crum & Foster
(Name of Surety)

4. Description of Public Work Involved Sufficient for Identification:

5. Date of Contract: 4/15/2021

6. Acceptance of work and materials is recommended

R. D. Webb
Project Rep. Or Architect

4/05/2022

(Date)

7. Acceptance of Work and Materials

NOTICE IS HEREBY GIVEN that the above referenced contract and public work to which Chapter 3 of Division 5 of Title 1 of the Government Code (commencing with Section 4200) applies were completed and accepted by the Lakeside Union School District on the April of 5 2022.

The Contractor of said contract and public work and the name of the surety on the Contractor's Bond of said Contract are as set forth above.

Lisa Davis
District Representative (i.e. Director)
Title: Assistant Superintendent of Business Services

Rhonda Taylor, Ed.D.
District Representative (i.e. Superintendent)
Title: Superintendent

(Code of Civil Procedures 1192.11)
Government Code 27361.61)

VERIFICATION

The undersigned declares that he/she is an officer, namely the _____ of the Governing Board of the Lakeside Union School District, which is the owner of the public work described in the Notice of Completion executed by said District; that he/she has read the same and knows the contents thereof and that the facts therein stated are true of his/her own knowledge; and that he/she makes this verification for and on behalf of said county office.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2022 at San Diego California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/22

Agenda Item:

Board Policy and Administrative Regulations 4131: Staff Development

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

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

STAFF DEVELOPMENT

The Governing Board believes that, in order to maximize student learning, achievement, and well-being, certificated staff members must be continuously learning and improving relevant 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, 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

(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

(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. 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 civility, including conflict resolution, 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)
(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. 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 shall, in conjunction with teachers, interns, and administrators, as appropriate, develop an individualized program of professional growth 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. 4131.1 - Beginning Teacher Support/Induction)

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)

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)

Legal Reference:

EDUCATION CODE

200 Educational equity

218 Lesbian, gay, bisexual, transgender, queer, and questioning student resources

220 Prohibition of discrimination

44032 Travel expense payment

44259.5 Standards for teacher preparation

44277 Professional growth programs for individual teachers

44325-44328 District interns

44450-44468 University internship program

44830.3 District interns

45028 Salary schedule and exceptions

48980 Notification of parents/guardians: schedule of minimum days

51745-51749.6 Independent study

52060-52077 Local control and accountability plan

56240-56245 Staff development; service to persons with disabilities

99200-99204 -Subject matter projects

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

11135 Discrimination

PENAL CODE

422.55 Hate crime

CODE OF REGULATIONS, TITLE 5

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

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

6601-6692 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

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District,

(1990) PERB Dec. No. 804, 14 PERC P21

Management Resources:

CSBA PUBLICATIONS

Governing to the Core: Professional Development for Common Core, Governance Brief, May 2013

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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>

California Department of Education, Supporting LGBTQ+ Students:

<https://www.cde.ca.gov/pd/ee/supportlgbtq.asp>

California Subject Matter Projects: <http://csmp.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)

~~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)~~

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/22

Agenda Item:

Board Policy and Administrative Regulation 4157.1/4257.1/4357.1: Work-Related Injuries

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

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

All Personnel	BP 4157.1
	4257.1
WORK-RELATED INJURIES	4357.1

~~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>~~

~~Policy~~ **LAKESIDE UNION SCHOOL DISTRICT**
~~adopted: September 17, 2012~~
~~deleted: May 12, 2022~~ **Lakeside, California**

All Personnel

AR 4157.1

4257.1

WORK-RELATED INJURIES

4357.1

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)

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 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 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.

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.

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>

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/22

Agenda Item:

Administrative Regulation 4161.2/4261.2/4361.2: Personal Leaves

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

Adoption: Regulation updated to reflect **NEW LAW (AB 2992, 2020)** which extends leave for employees who are victims of domestic violence, sexual assault, or stalking to include employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as a direct result of a crime. Regulation also reflects provisions of AB 2992 which require districts to inform employees of their rights for such leave and authorize employees, when an unscheduled absence occurs, to submit documentation from a victim advocate or 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 an individual acting on the employee's behalf.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:


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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

All Personnel

AR 4161.2

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 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)

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, an accident involving the employee's person or property or the person or property of a member of 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 the employee's immediate supervisor.

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 the employee's regular earnings and any juror's fees 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 employee shall receive the difference between the employee's regular earnings and any witness fees received.

Leaves for Crime Victims

An employee may be absent from work in order to attend judicial proceedings related to a crime when 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

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 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 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 may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities. (Labor Code 230)

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 the employee's child.
2. Seek medical attention for injuries caused by crime or abuse.
3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse
4. Obtain psychological counseling or mental health services related to an experience of crime or abuse
5. Participate in safety planning and take other actions to increase safety from future crime or abuse including temporary or permanent relocation.

Prior to taking time off, an employee shall give reasonable notice to 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.
2. A court order protecting or separating the employee from the perpetrator of 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 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 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.
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 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.
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.

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 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 the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the intention to take the leave. The employee shall submit written documentation certifying that 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 the employee, 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:

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 1, 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

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>

Regulation
approved: September 17, 2012
revised: May 12, 2022

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/22

Agenda Item:

Administrative Regulation 4161.8/4261.8/4361.8: Family Care and Medical Leave

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

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

All Personnel

AR 4161.8

4261.8

FAMILY CARE AND MEDICAL LEAVE

4361.8

The district shall not deny any eligible employee 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). 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, discriminate against, or retaliate against an employee for 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. (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

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, *child* also includes a child of a registered domestic partner. (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 12-months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (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)

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. (Government Code 12945.2; 2 CCR 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 inpatient care or continuing treatment, including treatment for substance abuse, as follows: (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. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - 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, including same sex partners in marriage. For purposes of CFRA leave, *spouse* also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility

The district shall grant FMLA or CFRA to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. 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 eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform one or more essential job functions of the position
4. Any qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a 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 spouse, child, parent, or next of kin, as defined

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or related medical conditions pursuant to item #3 above, a female employee disabled by pregnancy, childbirth, or related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of 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. (Government Code 12945.2; 29 USC 2612)

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)

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. (2 CCR 11090; 29 USC 2612)

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 any otherwise unpaid period of PDL or any FMLA or CFRA leave, the employee may elect to use accrued vacation leave, or any other paid time off negotiated with the district that the employee is eligible to use. If the leave is 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. (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 for the serious health condition of an employee or 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 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)

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

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 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 when leave will be required to begin, a change in circumstances, 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 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

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, 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

Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 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 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 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
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's 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
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 (Government Code 12940)

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 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 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 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. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Fitness for Duty Upon Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability 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)

Rights to Reinstatement and Maintenance of Benefits

Upon granting an employee's request for 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. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

(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 PDL or FMLA/CFRA leave, the employee shall maintain 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. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

(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, 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 make plan payments for an employee during 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 12-month period established by the district in the section entitled "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 military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 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 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 country 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
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 15 calendar days of leave per instance) with a 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
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 leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the 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 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 care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, 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)

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 the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child 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 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 by the member in the line of duty 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.
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 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:

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)

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 is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 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 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 use paid leave, whether the district will require use of paid leave, conditions related to any 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. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave

- 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 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 used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a 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. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

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

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:

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

FMLA Frequently Asked Questions

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>

Regulation

approved: September 17, 2012

revised: May 12, 2022

LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/22

Agenda Item:

Board Policy 4161.3: Professional Leaves

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

Adoption: New Policy

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ **Informational**

☐ **Discussion**

☐ **Approval**

☒ **Adoption**

☐ **Denial**

☐ **Ratification**

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

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

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.

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: May 12, 2022
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

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

Agenda Item:

Board Policy 0420.42: Charter School Renewal

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

First Reading: Policy updated to reflect **NEW LAW (AB 130, 2021)** which extends the term by two years for all charter schools whose term expires on or between January 1, 2022 and June 30, 2025 and requires, for renewals and denials, that the most recent years for which state data is available preceding the renewal or denial decision be used in determining whether specified criteria are met if the two consecutive years preceding the renewal or denial include the 2019-20 or 2020-21 school year. Policy also updated for clarity and consistency with law.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Lisa DeRosier, Executive Assistant

Reviewed by Cabinet Member:

Dr. Rhonda Taylor, Superintendent

CHARTER SCHOOL RENEWAL

The Governing Board believes that the ongoing operation of a charter school should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition in a thorough and timely manner. The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education on appeal after initial denial by the Board.

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 0420.43 - Charter School Revocation)

(cf. 0500 - Accountability)

The Board shall deny the renewal petition of any charter school operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the Board and in accordance with the standards and criteria in Education Code 47605 for material revisions. (Education Code 47607)

~~No charter school that submits a renewal petition on or after July 1, 2019 shall be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)~~

The Board recommends that a charter school **submit** ~~seeking renewal of its charter is encouraged to submit a~~ **its** petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

Criteria for Granting or Denying Renewal

~~Each renewal shall be for a period of five years. (Education Code 47607)~~

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. **However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is demonstrably unlikely to serve the interests of the entire community in which the school is located, as described in Education Code 47605** ~~except that the signature requirement for new petitions is not applicable to petitions for renewal. The petition for renewal shall include a reasonable comprehensive description of how the charter school~~

~~has met all new charter school requirement enacted into law after the charter was originally grants or last reviewed. (Education Code 47607; 5 CCR 11966.4)~~

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. (Education Code 47607; 5 CCR 11966.4)

~~In determining whether to grant a charter renewal, the Board shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, the Board shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year. The Board shall only consider data from sources adopted by SBE, consider the past academic, financial, and operational performance of the charter school in evaluating the likelihood of future success, along with any plans for improvement. Increases in academic achievement for all “numerically significant” groups of students served by the charter school, as defined in Education Code 52052, shall be the most important factor. (Education Code 47607; 5 CCR 11966.4)~~

~~The Board shall not deny a renewal petition unless it makes a written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following grounds: (Education Code 47605, 47607; 5 CCR 11966.4)~~

Following the Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:

1. Renewal of Five to Seven Years

- a. A charter school that is not eligible for technical assistance pursuant to Education Code 47607.3 shall be granted renewal for a period of five to seven years when, for two consecutive years immediately preceding the renewal, or for two of the most recent years for which state data is available preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, the charter school achieved either of the following: (Education Code 47607)**
 - (1) Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years**
 - (2) For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each**

respective year, received performance levels that are higher than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups

- b. If the charter school satisfies the above criteria, it shall only be required to update the renewal petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and, as necessary, to reflect the current program offered by the charter school. (Education Code 47607)

2. Renewal of Five Years

- a. A renewal shall be granted for five years if clear and convincing evidence, demonstrated by verified data, shows either of the following: (Education Code 47607.2)
 - (1) Measurable increases in academic achievement, as defined by at least one year's progress for each year in school
 - (2) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers
- b. For any such charter school, the Board may deny the renewal petition only upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. (Education Code 47607.2)

3. Denial/Two-Year Renewal

- a. The Board shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, or for two of the most recent years for which state data is available immediately preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, either of the following applies: (Education Code 47607.2)
 - (1) The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the Dashboard for which it receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years

- (2) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups
- b. However, the Board may grant a two-year renewal to any such charter school if the Board makes written factual findings, setting forth specific facts to support the findings, that: (Education Code 47607.2)
 - (1) The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.
 - (2) There is clear and convincing evidence, demonstrated by verified data, showing achievement of the criteria specified in item #2a above

In addition to all the grounds stated above for denial of a charter renewal, the Board may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, the Board shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The Board may deny the renewal for these reasons only upon a finding that either the corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding. (Education Code 47607)

A charter school that qualifies for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a charter renewal for such a charter school, the Board shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The Board shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The Board may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. (Education Code 47607)

1. ~~The charter school presents an unsound educational program for the students to be enrolled in the charter school.~~
 2. ~~The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.~~
 3. ~~The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).~~
 4. ~~The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).~~
 5. ~~The charter school has failed to demonstrate that it meets at least one of the following criteria of academic performance:~~
 - a. ~~Increases in academic achievement for all groups of students schoolwide and among numerically significant student subgroups, as determined using measures identified pursuant to Education Code 52052.~~
 - b. ~~Academic performance at least equal to the academic performance of the public schools that the charter school students would otherwise have been required to attend, as well as the academic performance of district schools, taking into account the composition of the student population that is served at the charter school~~

~~Such performance shall be determined based on a review of documented clear and convincing data; student achievement data from assessments, including, but not limited to, state academic achievement tests, for demographically similar student populations in comparison schools; and information submitted by the charter school. The Board shall not grant a renewal until at least 30 days after submission of any such documentation by the charter school. The Superintendent or designee shall submit to the Superintendent of Public Instruction copies of supporting documentation and a written summary of the basis for the Board's determination.~~
- (cf. 6162.51 Standardized Testing and Reporting Program)*
- e. ~~Qualification for the state's alternative accountability system for schools that serve high-risk students~~

Timelines for Board Action

Within ~~30~~ **60** days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school, **determine the level of support for the petition**, and obtain public input. **A petition is deemed received on the day the petitioner**

submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the charter renewal within 90 days of receiving the petition. The date may be extended by an additional 30 days if both the petitioner and the Board agree to the extension. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter petition, the Board shall publish all staff recommendations and recommended findings regarding the petition. During the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. (Education Code 47605)

~~Within 60 days of receiving the renewal petition, or within 90 days if extended by mutual written agreement of the Board and the charter school, the Board shall either grant or deny the request to renew the charter. (Education Code 47607; 5 CCR 11966.4)~~

If the Board fails to make a written factual finding when required for denial of the petition pursuant to the section "Criteria for Granting or Denying Renewal" pursuant to items #1-5 above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board of Education within 30 days of the Board's written factual findings supporting the denial. (Education Code 47605, 47607.5)

School Closure

If a charter is not renewed and the charter school ceases operation, the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962 shall be implemented. (Education Code 47604.32, 47605)

Legal Reference:

EDUCATION CODE

47600-47616.7 Charter Schools Act of 1992

52052 Definition of numerically significant student subgroup

56145-56146 Special education services in charter schools

60600-60649 Assessment of academic achievement

CODE OF REGULATIONS, TITLE 5

~~*11960-11969 Charter schools*~~

11962-11962.1 Definitions

11966.4 Submission of charter renewal petition

11966.5 Charter petitions that have not been renewed; submission to county board of education

UNITED STATES CODE, TITLE 20

7221-7221j Expanding opportunity through quality charter schools

~~*7223-7225 Charter schools*~~

Management Resources:

CSBA PUBLICATIONS

The Role of the Charter School Authorizer, Online Course

Charter Schools: A Manual for Governance Teams, rev. 2009 June 2021

WEB SITES

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

California Charter Authorizing Professionals: <https://calauthorizers.org>

California Charter Schools Association: <https://www.ccsa.org>

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.charterauthorizers.org>

U.S. Department of Education: <http://www.ed.gov>

Policy
adopted: September 17, 2012
revised: ~~June 27, 2019~~

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

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

Agenda Item:

Board Policy and Exhibits 1312.3: Uniform Complaint Procedures

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

First Reading: Policy updated to reflect **NEW LAW (AB 131, 2021)** which renumbers the license-exempt California State Preschool Program code sections, ensure consistency with the California Department of Education's 2021-22 federal program monitoring instrument, clarify that districts may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student, add Item #3 to the section regarding "Non-UCP Complaints" that any complaint alleging that a student, while in an education program or activity as specified, was subjected to sexual harassment as defined in 34 CFR 106.30 be addressed through federal Title IX complaint procedures, and clarify in Item #5 that complaints alleging a physical safety concern that interferes with a free appropriate public education is a non-UCP complaint.

Regulation updated to delete outdated and/or repealed U.S. Department of Education's Office for Civil Rights (OCR) references and where appropriate add current OCR material, ensure consistency with the California Department of Education's 2021-22 federal program monitoring instrument, clarify posting requirements for the annual notification, compliance officer contact information and information related to Title IX, add material regarding the requirement for an administrator who is not designated as a compliance officer who receives a complaint to notify the compliance officer, clarify that districts may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student, add descriptions to the OPTION headings for districts that do or do not allow complainants to appeal to the governing board, delete material regarding respondent being sent the investigation report at the same time it is provided to complainant as this simultaneous exchange is not required by law, amend language in regard to pursuing civil law remedies in the notice to complainants included in investigation reports for allegations of unlawful discrimination, harassment, intimidation, and bullying based on state law, clarify when either party may request reconsideration of an appeal by the Superintendent of Public Instruction, and reflect **NEW LAW (AB 131, 2021)** which renumbers the license-exempt California State Preschool Program code sections.

Exhibit updated to reflect **NEW LAW (AB 131, 2021)** which renumbers the license-exempt California State Preschool Program code sections.

Exhibit updated to reflect **NEW LAW (AB 131, 2021)** which renumbers the license-exempt California State Preschool Program code sections.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

- ☐ Informational
- ☒ Discussion
- ☐ Approval
- ☐ Adoption

- ☐ Denial
- ☐ Ratification
- ☐ Review [Click here to enter text.](#)
- ☐ Explanation: [Click here to enter text.](#)

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Lisa DeRosier, Executive Assistant

Rhonda Taylor
Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member:

[Signature]

UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages **the** early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts a uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to the UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:

1. Accommodations for pregnant and parenting students (Education Code 46015)

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

2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)

(cf. 6200 - Adult Education)

3. After School Education and Safety programs (Education Code 8482-8484.65)

(cf. 5148.2 - Before/After School Programs)

4. Agricultural career technical education (Education Code 52460-52462)

5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

6. Child care and development programs (Education Code 8200-~~8488~~ 8498)

(cf. 5148 - Child Care and Development)

7. Compensatory education (Education Code 54400)

(cf. 6171 - Title I Programs)

8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)

9. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on ~~a the~~ person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

10. Educational and graduation requirements for students in foster care, homeless students, students from military families, **and** students formerly in a juvenile court school; ~~migrant students, and immigrant students participating in a newcomer program~~ (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

11. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)

12. Local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

13. Migrant education (Education Code 54440-54445)

(cf. 6175 - Migrant Education Program)

14. Physical education instructional minutes (Education Code 51210, 51222, 51223)

(cf. 6142.7 - Physical Education and Activity)

15. Student fees (Education Code 49010-49013)

(cf. 3260 - Fees and Charges)

16. Reasonable accommodations to a lactating student (Education Code 222)

17. Regional occupational centers and programs (Education Code 52300-52334.7)

(cf. 6178.2 - Regional Occupational Center/Program)

18. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

(cf. 0420 - School Plans/Site Councils)

19. School safety plans (Education Code 32280-32289)

(cf. 0450 - Comprehensive Safety Plan)

20. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

(cf. 0420 - School Plans/Site Councils)

21. State preschool programs (Education Code **8207-8225** ~~8235-8239.1~~)

(cf. 5148.3 - Preschool/Early Childhood Education)

22. State preschool health and safety issues in license-exempt programs (Education Code **8212** ~~8235.5~~)

23. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

24. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation, or unlawful discrimination (such as discriminatory harassment, intimidation or bullying), the Superintendent or designee shall keep the identity of the complainant and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

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

(cf. 5125 - Student Records)

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

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including the steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, Protective Services Division, ~~and~~ or the appropriate law enforcement agency. (5 CCR 4611)

(cf. 5141.4 – Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)

3. **Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.**

43. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

54. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), ~~or failure or refusal to implement~~ a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department

of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

65. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)
76. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)
87. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students teacher vacancies and misassignments shall be investigated and resolved in accordance with AR 1312.4 – Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-~~8488~~ ~~8498~~ Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32280-32289.5 School safety plan, uniform complain procedures

35186 Williams uniform complaint procedures

46015 Parental Leave for students

48645.7 Juvenile court schools

48853- 48853.5 Foster Youth

48985 Notices in language other than English

49010-49014 Student fees

49060-49079 Student records, especially:

49069.5 Records of foster youth

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements

51228.1-51228.3 Course periods without educational content

52059.5 Statewide system of support

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements

~~52800-52870 School based program coordination~~

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

65000-65001 School site councils

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

HEALTH AND SAFETY CODE

1596.792 California Child Day Care Act; general provisions and definitions

1596.7925 California Child Day Care Act; health and safety regulations

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

3200-3205 Special education compliance complaints

4600-4670 Uniform complaint procedures

4680-4687 Williams uniform complain procedures

4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs

4900-4965 Nondiscrimination in elementary and secondary education programs

15580-15584 Child nutrition programs complaint procedures

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6576 Title I Improving the ~~a~~Academic ~~a~~Achievement of the ~~d~~Disadvantaged

6801-7014 Title III language instruction for ~~limited English proficient~~ **English Learners** and immigrant students

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

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

6101-6107 Age Discrimination Act of 1975

11431-11435 McKinney-Vento Homeless Assistance Act

12101-12213 Title 11 equal opportunity for individuals with disabilities

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

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

104.7 Designation of responsible employee for Section 504

106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:

106.8 Designation of responsible employee **and adoption of grievance procedures for Title IX**

~~106.9 Notification of nondiscrimination on basis of sex~~

106.30 Definitions

106.44 Response to notice of sexual harassment

106.45 Titles IX sexual harassment complaint procedures

110.25 Notification of nondiscrimination on the basis of age

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample UCP Board Policies and Procedures

Uniform Complaint Procedure ~~2021-22~~ ~~2020-21~~ Program Instrument

~~Sample UCP Board Policies and Procedures~~

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

Questions and Answers on the Title IX Regulations on Sexual Harassment, July 2021
Part I: Questions and Answers Regarding the Department's Title IX Regulations, January 2021

~~Dear Colleague Letter, September 22, 2017~~

~~Dear Colleague Letter: Title IX Coordinators, April 2015~~

~~Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014~~

~~Dear Colleague Letter: Harassment and Bullying, October 2010~~

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

~~Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001~~

~~U.S. DEPARTMENT OF JUSTICE PUBLICATIONS~~

~~Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2007 2002~~

WEB SITES

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

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

California Department of Fair Employment and Housing: <https://www.dfeh.ca.gov>

California Department of Social Services: <https://www.cdss.ca.gov>

Student Privacy Policy Office: <http://www2.ed.gov/about/offices/list/oepd/sppo>

U.S. Department of Agriculture: <https://www.usda.gov>

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

U.S. Department of Justice: <http://www.justice.gov>

Student Privacy Policy Office: <https://www2.ed.gov/about/offices/list/oepd/sppo>

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

U.S. Department of Justice: <http://www.justice.gov>

UNIFORM COMPLAINT PROCEDURES

Except as ~~the Governing Board~~ may otherwise **be** specifically provided in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the accompanying Board policy.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4030 – Nondiscrimination in Employment)

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for **receiving, coordinating, and investigating** ~~the district's response to~~ complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination, harassment, intimidation, or bullying and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment. ~~The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.~~

(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 – Title IX Sexual Harassment Complaints Procedures)

Assistant Superintendent, Education Services
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nwinspear@lsusd.net

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall include current state and federal laws and regulations governing the program; applicable processes for

investigating and resolving complaints, including those alleging unlawful discrimination, harassment, intimidation, or bullying; applicable standards for reaching decisions on complaints; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP, to students, employees, parents/guardians of district students, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

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

(cf. 5145.6 - Parental Notifications)

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, regarding student fees must be filed no later than one year from the date the alleged violation occurred

4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct
5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities

(cf. 3260 - Fees and Charges)

6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

(cf. 0460 - Local Control and Accountability Plan)

(cf. ~~3260 - Fees and Charges~~)

7. A statement that the district will post a standardized notice of the educational **and graduation requirements** rights of foster youth, homeless students, **children of military families, and** former juvenile court school students now enrolled in the district, ~~children of military families, migrant students, and immigrant students enrolled in a newcomer program,~~ as specified in Education Code **48645.7**, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

(cf. 6175 - Migrant Education Program)

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant
9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision
10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination laws, harassment, intimidation, or bullying, if applicable
11. A statement that copies of the district's UCP are available free of charge

The annual notification and complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district **and district school** web sites and, may be provided through district-supported social media, if available.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

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

Filing of Complaints

The complaint shall also be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. **If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.**

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to UCP) may be filed by any individual, public agency, or organization. (5 CCR ~~4600~~ 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.
3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the

alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the **Governing Board**. (5 CCR 4630)

4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying, may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. (5 CCR 4630)
5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
6. When a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
7. When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of a sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation, unlawful discrimination, harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform the parties of the status of the investigation.

To investigate a complaint alleging retaliation, unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant, a written report, as described in the section "Final Written

Decision” below, within 60 calendar days of the district’s receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination, harassment, intimidation, and bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant. ~~The respondent also shall be sent the investigation report at the same time it is provided to the complainant.~~

Investigation Report

For all complaints, the district’s investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law
3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
5. Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, and bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient (**LEP**) student or parent/guardian, then the district’s response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination, harassment, intimidation, and bullying, based on state law the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including, **but not limited to, injunctions, restraining orders**

~~or other remedies or orders, seeking assistance from mediation centers or public/private interest attorneys,~~ 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies, training for faculty, staff, and students, updates to school policies, or school climate surveys.

(cf. 5137 – Positive School Climate)

For complaints involving retaliation or unlawful discrimination, harassment, intimidation, or bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

(cf. 6164.2 – Guidance/Counseling Services)

2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation, unlawful discrimination, harassment, intimidation, or bullying involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

(cf. 6164.5 – Student Success Teams)

6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law

(cf. 6145 – Extracurricular and Cocurricular Activities)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

(cf. 5144 – Discipline)

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

When an employee is found to have committed retaliation or unlawful discrimination, harassment, intimidation, or bullying, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4118 – Dismissal/Suspension/Disciplinary Action)

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

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, harassment, intimidation, or bullying, that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district, by engaging in reasonable efforts, shall attempt in good faith to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with the CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following. (5 CCR 4632)

1. The district failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the district's investigation report are not supported by substantial evidence.
4. The legal conclusion in the district's investigation report is inconsistent with the law.
5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to the CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report
3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by the CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health and Safety Complaints in California State Preschool Program

Any complaint regarding health or safety issues in a license-exempt **California State Preschool Program** (CSPP) ~~program~~ shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For this purpose, the Superintendent or designee may download and post a notice available from the CDE web site. (Education Code **8212 8235.5**; 5 CCR 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code **8212 8235.5**; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code **8212 8235.5**; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code **8212 8235.5**; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code **8212 8235.5**; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves an **LEP** ~~limited-English-proficient~~ student or parent/guardian, then the district's response, if

UNIFORM COMPLAINT PROCEDURES**PRESCHOOL COMPLAINT FORM:
UNIFORM COMPLAINT PROCEDURES**

Education Code ~~8235.5~~ **8212** requires that the district's uniform complaint procedures be used for the filing of complaints concerning noncompliance with health and safety standards for license-exempt California State Preschool Programs. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ☐ Yes ☐ No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint: _____

School name/address: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

- ☐ The preschool does not have outdoor shade that is safe and in good repair.
- ☐ Drinking water is not accessible and/or readily available throughout the day.
- ☐ The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.
- ☐ Restroom facilities are not available only for preschoolers and kindergartners.
- ☐ The preschool program does not provide visual supervision of children at all times.
- ☐ Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.
- ☐ Playground equipment is not safe, in good repair, or age appropriate.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation.

Please file this complaint at the following location:

(preschool administrator or designee)

(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(Signature)

(Date)

LAKE SIDE UNION SCHOOL DISTRICT

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

Agenda Item:

Administrative Regulation 3515.6: Criminal Background Checks for Contractors

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

First Reading: Regulation updated to reflect **NEW LAW (AB 130, 2021)** which requires any entity, including a sole proprietor, that has a contract with a district to ensure that employees who interact with students outside of the immediate supervision and control of the student's parent/guardian or school staff have a valid criminal records summary and to immediately provide any subsequent arrest and conviction information received pursuant to the subsequent arrest service. Regulation also updated to delete the list of service providers as the services in Items #1-5 are no longer listed in law and the services in Item #6 regarding the construction, reconstruction, rehabilitation, or repair of a school facility are considered in another portion of the regulation, delete material regarding an exception for employees with limited contact with students as it is no longer provided for in law, generalize information regarding steps that may be taken to protect the safety of students who may come in contact with employees of contracting entities, and rearrange placement of material for clarity and context.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Lisa DeRosier, Executive Assistant

Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member:

CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Except in an emergency or exceptional situation, such as student health or safety is endangered or when repairs are needed to make school facilities safe and habitable, any entity contracting with the district for services that may require the entity's employees to interact with students, outside of the immediate supervision and control of parents/guardians or school staff, shall certify to the district that each of its employees who may interact with students has a valid criminal records summary as described in Education Code 44237 and that neither the entity nor any of those employees has been convicted of a violent or serious felony as defined in Education Code 45122.1. Such contracting entity shall also be required to immediately provide the district with any subsequent arrest and conviction information received pursuant to the subsequent arrest service. (Education Code 44237, 45125.1)

~~Whenever the district contracts for school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, student transportation, and school site food-related services, the Superintendent or designee shall ensure that the contracting entity certifies in writing that any employees who may come into contact with students have not been convicted of a felony as defined in Education Code 45122.1, unless the employee has received a certificate of rehabilitation and a pardon. (Education Code 45125.1)~~

~~(cf. 3540—Transportation)~~

~~(cf. 3551—Food Service Operations/Cafeteria Fund)~~

~~(cf. 3600—Consultants)~~

~~(cf. 7140—Architectural and Engineering Services)~~

On a case-by-case basis, the Superintendent or designee may require **any entity with which the district has a contract** to comply with these **same** requirements. (Education Code 45125.1)

~~These requirements shall not apply if the Superintendent or designee determines that the contracting entity is providing services in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed to make school facilities safe and habitable. (Education Code 45125.1)~~

For an individual who is operating as the sole proprietor of an entity, the Superintendent or designee shall treat the individual as an employee of the entity and shall prepare and submit the individual's fingerprints to the Department of Justice (DOJ). (Education Code 45125.1)

Any contracting entity's employee who has been convicted of a violent or serious felony, as defined in Education Code 45122.1, shall not be permitted to interact with students unless a certificate of rehabilitation and pardon pursuant to Penal Code 4852.01-4852.22 has been submitted to the Superintendent or designee. (Education Code 45125.1)

~~In addition, these requirements shall not apply if the Superintendent or designee determines that the employees of the contracting entity will have limited contact with students. In~~

determining whether a contract employee has limited contact with students, the Superintendent or designee shall consider the totality of the circumstances, including the following factors: (Education Code 45125.1)

1. ~~_____~~ The length of time the contractors will be on school grounds
2. ~~_____~~ Whether students will be in proximity with the site where the contractors will be working
3. ~~_____~~ Whether the contractors will be working by themselves or with others

~~Upon a determination that an employee shall have limited contact with students, the Superintendent or designee shall take appropriate steps to protect the safety of any student who may come in contact with this employee. (Education Code 45125.1)~~

~~These steps may include, but not be limited to, ensuring that the employee is working during nonschool hours, providing for regular patrols or supervision of the site from district security or personnel, ensuring that the employee is not working alone when students are present, limiting the employee's access to school grounds and/or providing the employee with a visible means of identification.~~

~~(cf. 3515.3 - District Police/Security Department)~~

Other Facility Contractors

The Superintendent or designee may determine that criminal background checks will not be required if the ~~When the district contracts is for the~~ construction, reconstruction, rehabilitation or repair of a school facility where the employees of the entity will have contact, other than limited contact with students, the Superintendent or designee shall ensure the safety of students by utilizing one or more of the following methods: (Education Code 45125.2)

1. The installation of a physical barrier at the worksite to limit contact with students.
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom **DOJ** ~~the Department of Justice~~ has ascertained has not been convicted of a violent or serious felony.

~~The supervising employee may submit his/her fingerprints to the Department of Justice pursuant to Education Code 45125.1.~~

3. Surveillance of employees of the entity by school personnel.

~~These requirements shall not apply if the Superintendent or designee determines that the contracting entity is providing construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed to make school facilities safe and habitable. (Education Code 45125.2)~~

Legal Reference:

EDUCATION CODE

41302.5 School districts, definition

44237 Applicants for employment; fingerprints for purpose of criminal record summary

45122.1 Classified employees, conviction of a violent or serious felony

45125.1 Criminal background checks for contractors; **criminal records summary**

45125.2 Criminal background checks for construction

PENAL CODE

667.5 Prior prison terms, enhancement of prison terms

1192.7 Plea bargaining limitation

4852.01-4852.22 Procedure for restoration of rights and application for pardon

Management Resources:

WEB SITES

Department of Justice: <https://oag.ca.gov/fingerprints>

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/12/22

Agenda Item:

Board Policy and Administrative Regulation 4112.42/4212.42/4312.42: Drug and Alcohol Testing for School Bus Drivers

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

First Reading: Policy updated to clarify the obligation of drivers to submit to drug and alcohol testing as required under federal law. Section on "Consequences Based on Test Results" updated to (1) add the agency responsible for reviewing and approving district requests to temporarily remove a driver from safety-sensitive functions before drug test results are verified by a certified medical review officer and (2) describe consequences that will be imposed on drivers based on findings of specific concentrations of alcohol. Policy also clarifies the requirement to ensure that a driver who is offered an opportunity to return to work following a violation first receive an evaluation by a qualified substance abuse professional and successfully comply with the evaluation recommendations.

Administrative Regulation 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers

Regulation updated to clarify that marijuana remains an illegal drug under the federal Controlled Substances Act and use of it by a driver remains a violation of federal drug testing regulations. Definition of "alcohol concentration" revised to delete information regarding consequences for drivers based on specific alcohol concentrations, now addressed in the BP. Regulation also expands the responsibilities of the designated employer representative pursuant to federal regulations, clarifies requirements pertaining to pre-employment testing including the requirement to conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse, and reflects additional requirements related to post-accident testing. New section reflects federal regulations which require districts to report any violation of federal drug and alcohol regulations to the Clearinghouse and conduct inquiries of the Clearinghouse's online database for all drivers employed by the district on an annual basis and before hiring any driver.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

- ☐ Informational
- ☒ Discussion
- ☐ Approval
- ☐ Adoption

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

All Personnel

BP 4112.42(a)

4212.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

4312.42

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program **designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment** ~~for all district drivers and other employees who hold a commercial driver's license which is necessary to perform duties related to their employment with the district. This program shall be designed to fulfill the requirements of state and federal law.~~

(cf. 3540 - Transportation)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 4020 - Drug and Alcohol-Free Workplace)

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

A driver shall not report for duty or remain on duty when the driver has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when he/she the driver has used any drug listed in 21 CFR 1308.12-1308.15, unless the driver is using the drug under the direction of a physician who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a bus. (49 CFR 382.213)

In addition, a driver shall not consume alcohol while on duty and/or performing safety-sensitive functions, or for four hours prior to on-duty time. (49 CFR 382.205, 382.207)

Drivers shall submit to drug and alcohol testing as required under federal law and specified in the accompanying administrative regulation. The district's testing program shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306)

~~The Superintendent or designee~~ **Board** shall contract for testing services **upon verifying that the personnel are appropriately qualified** and/or shall ensure that testing contractors and procedures are certified by the U.S. Department of Health and Human Services to conduct drug specimen analysis and **that testing procedures** to conform to the requirements of federal law regulations.

(cf. 3542 - School Bus Drivers)

(cf. 4020 - Drug and Alcohol-Free Workplace)

~~No driver may operate a district vehicle when his/her blood alcohol content is found to be .01 percent or greater. A driver shall not consume alcohol while on duty or for four hours prior to on-duty time and up to eight hours following an accident or until he/she undergoes a post-accident test, whichever occurs first. A driver shall not report for duty or remain on duty that~~

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

~~requires performing safety-sensitive functions when the driver uses a controlled substance, unless so instructed by a physician. (49 CFR 382.205, 382.207, 382.209; Vehicle Code 34520.3; 13 CCR 1213.1)~~

~~Any driver who tests positive for alcohol or drugs or who refuses to submit to a test shall be removed from safety-sensitive functions and may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.~~

~~(cf. 4117.4—Dismissal)~~

~~(cf. 4118—Suspension/Disciplinary Action)~~

~~(cf. 4218—Dismissal/Suspension/Disciplinary Action)~~

~~The Superintendent or designee shall ensure that each driver receives an explanation of the federal regulations and the district's policy and procedure in accordance with law. In addition, each driver shall sign a statement certifying that he/she has received a copy of the above materials. Representatives of employee organizations shall be notified of the availability of this information. (49 CFR 382.601)~~

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test for a drug or drug metabolite before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver from the Federal Motor Carrier Safety Administration. (49 CFR 40.3, 40.21, 382.107, 382.119)

Any driver for whom the district receives a verified positive drug test result or who is found to have a blood alcohol concentration of 0.04 or higher shall be immediately removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211. An alcohol concentration between 0.02 and 0.04 requires temporary removal of the bus driver for a 24-hour period following the test. Any driver who refuses to take a required drug or alcohol test shall not be permitted to perform or continue to perform safety-sensitive functions. (49 CFR 40.23, 382.211)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

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

Any driver provided with an opportunity to return to a safety-sensitive duty following a violation shall be evaluated by a qualified substance abuse professional and complete the evaluation recommendations before returning to such duty. (49 CFR 40.289)

If the substance abuse professional recommends that further and ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor the driver's compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

(cf. 4159/4259/4359 - Employee Assistance Programs)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

(cf. 4261.1 - Personal Illness/Injury Leave)

Voluntary Self-Identification

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

- 1. No adverse action shall be taken against the driver by the district.**
- 2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over the drug or alcohol problem.**
- 3. The driver shall be permitted to participate in safety-sensitive functions only after:**
 - a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor**

BP 4112.42(d)
4212.42
4312.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

- b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that ~~he/she~~ the driver does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until the driver has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

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

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

GOVERNMENT CODE

8355 Drug-free workplace; employee notification

VEHICLE CODE

13376 Driver certificate; revocation or suspension

34500-34520.5 Safety regulations

CODE OF REGULATIONS, TITLE 13

~~1200-1293~~ **1294** Motor carrier safety, especially:

1213.1 Placing drivers out-of-service

UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

UNITED STATES CODE, TITLE 49

31306 Alcohol and controlled substances testing

~~41501-41507~~ **Transportation Employee Testing Act**

CODE OF FEDERAL REGULATIONS, TITLE 21

1308.11-1308.15 Controlled substances

CODE OF FEDERAL REGULATIONS, TITLE 49

40.1-40.413 Part 40, Procedures for transportation workplace drug and alcohol testing programs

382.101-382.605 **727** Controlled substance and alcohol use and testing; especially:

382.205 On-duty use

382.207 Pre-duty use

382.209 Use following an accident

BP 4112.42(e)
4212.42
4312.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Management Resources:

CALIFORNIA HIGHWAY PATROL PUBLICATIONS

Controlled Substances and Alcohol Testing Compliance Checklist, 20072017

What is CSAT? Controlled Substances and Alcohol Testing, 20052016

WEB SITES

California Department of Motor Vehicles: <https://www.dmv.ca.gov>

California Highway Patrol: <http://www.chp.ca.gov>

Commercial Driver's License Drug and Alcohol Clearinghouse: <https://clearinghouse.fmcsa.dot.gov>

Federal Motor Carrier Safety Administration: <http://www.fmcsa.dot.gov>

U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance:

Policy
adopted: September 17, 2012
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

All Personnel

AR 4112.42

4212.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

4312.42

Definitions

For purposes of drug testing required by the U.S. Department of Transportation (DOT), drugs include marijuana, cocaine, amphetamines, phencyclidine (PCP), and opioids. (49 CFR 40.3, 40.85, 382.107)

Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. (49 CFR 40.3, 382.107)

Safety-sensitive function means all time from the time the driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus or other school transportation vehicle; waiting at a district facility to be dispatched; inspecting, servicing, or conditioning the vehicle or vehicle equipment; loading or unloading the vehicle; supervising or assisting in the loading or unloading of the vehicle; and repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. (49 CFR 382.107)

Designated Employer Representative

The Superintendent or designee shall identify a designated employer representative who is authorized to take immediate action to remove drivers from safety-sensitive functions and to make required decisions in the testing and evaluation processes. The designated employer representative shall also be responsible for receiving test results and other communications. The name and telephone number of the designated employer representative shall be provided to the testing contractor to contact about any problems or issues that may arise during the testing process. (49 CFR 40.35, 40.215)

Pre-employment Testing

When hiring a new driver, the Superintendent or designee shall, with the driver's written consent, conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse to obtain information about whether the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

The Superintendent or designee shall also, with the driver's consent, request the driver's past drug and alcohol testing record, as specified in 49 CFR 40.25 and 382.413, from any employer who has employed the driver at any time during the previous three years. To the extent practicable, the Superintendent or designee shall obtain and review such information before the driver first performs safety-sensitive functions. In addition, the Superintendent or designee shall ask the driver if there was a positive test, or a refusal to test, on any pre-employment drug or alcohol test that was administered during the past two years in the course of applying for another safety-sensitive transportation position that was not obtained. (49 CFR 40.25, 382.413)

The driver shall not be permitted to perform safety-sensitive functions if the driver refuses to provide consent to obtain the information from previous employers or from the

Clearinghouse; the information from previous employers is not received within 30 days of the date on which the driver first performed safety-sensitive functions for the district; or the driver, the Clearinghouse, or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413, 382.701, 382.703)

A driver whom the district intends to hire or use shall undergo testing for drugs and receive a verified negative test result prior to the first time the driver performs safety-sensitive functions for the district. This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in a qualified drug testing program within the previous 30 days.
2. While participating in the program, the driver either was tested within the past six months from the date of application or participated in a random drug testing program for the previous 12 months from the date of application.
3. No prior employer of the driver of whom the district has knowledge has records of the driver's violation of federal drug testing regulations within the previous six months.

The Superintendent or designee shall contact the testing program(s) in which the driver has participated and obtain information about the program and the driver's participation as specified in 49 CFR 382.301.

In addition, the Superintendent or designee shall require the driver to undergo pre-employment alcohol testing in accordance with the procedures in 49 CFR 40.1-40.605 and to receive a test result indicating an alcohol concentration of less than 0.04. (49 CFR 382.301)

Post-Accident Testing

As soon as practicable following an accident involving a school bus or student activity bus, the Superintendent or designee shall ensure that the driver involved is tested for alcohol and/or drugs under either of the following conditions: (49 CFR 382.303)

1. The accident involved loss of human life.
2. The driver receives a citation for a moving traffic violation within eight hours of the accident and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

The Superintendent or designee shall attempt to administer a required alcohol test up to eight hours following the accident and/or a drug test up to 32 hours following the accident. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority for the test shall be considered to meet this requirement. If the alcohol test is not administered within two hours following the accident, or the test for drugs is not administered within 32 hours following the accident, the Superintendent or designee shall make a record stating the reasons the test was not promptly administered. (49 CFR 382.303)

No driver required to take a post-accident alcohol test pursuant to 49 CFR 382.303 shall use alcohol for eight hours following the accident or until the driver undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209)

Random Testing

The Superintendent or designee shall ensure that random, unannounced drug and alcohol tests of bus drivers are conducted on testing dates reasonably spread throughout the year.

Such tests shall be unannounced and conducted during, immediately before, or immediately after the performance of safety-sensitive functions. (49 CFR 382.305)

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

Each driver selected for random testing shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

Reasonable Suspicion Testing

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors. Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be trained in accordance with 49 CFR 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not be the same person who conducts the alcohol test. (49 CFR 382.307)

Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier, a written record of the observations leading to a reasonable suspicion test shall be made and signed by the person who made the observations. (49 CFR 382.307)

An alcohol test required as a result of reasonable suspicion shall be administered within eight hours following the determination of reasonable suspicion. If the test is not administered within two hours, the Superintendent or designee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. (49 CFR 382.307)

In the absence of a reasonable suspicion alcohol test, the district shall take no action against a driver based solely on the driver's behavior and appearance, except that the driver shall not be allowed to report for or remain on safety-sensitive functions until an alcohol test is administered and the results show a concentration less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion. (49 CFR 382.307)

Return-to-Duty Testing

Note: Pursuant to 49 CFR 40.305, the district may return a driver to safety-sensitive functions after the driver completes required education and treatment services as described in the accompanying Board policy and a return-to-duty drug or alcohol test. Such personnel decisions may be subject to collective bargaining or other legal requirements.

The Superintendent or designee may permit a driver who has violated federal drug or alcohol regulations to return to safety-sensitive functions after the driver has successfully complied with the education and treatment services prescribed by a substance abuse professional and has taken a return-to-duty drug or alcohol test. The driver shall not resume performance of safety-sensitive functions unless the drug test shows a negative result and/or the alcohol test shows a concentration of less than 0.02. (49 CFR 40.305, 382.309)

Follow-Up Testing

Upon receiving a written follow-up testing plan from a substance abuse professional, the Superintendent or designee shall determine the actual dates for follow-up testing consistent with those recommendations and shall ensure that such tests are unannounced and follow no discernable pattern as to their timing. No additional tests beyond those included in the plan shall be imposed by the district. (49 CFR 40.307-40.309, 382.111)

Mandatory Reporting and Annual Queries to the Drug and Alcohol Clearinghouse

The Superintendent or designee shall report to the Clearinghouse any violation of federal drug and alcohol regulations, any refusal to test, and other required information by the close of the third business day following the date on which the information was obtained. (49 CFR 382.705)

The Superintendent or designee shall conduct a query using the Clearinghouse at least once a year for all drivers to determine whether information exists in the Clearinghouse about the drivers. (49 CFR 382.701)

In lieu of a full query, the Superintendent or designee may obtain the individual driver's consent to conduct a limited query that is effective for more than one year and informs the district about whether there is information about the driver in the Clearinghouse without releasing that information to the district. If the limited query shows that information exists in the Clearinghouse about the individual driver, the Superintendent or designee shall conduct a full query within 24 hours of conducting the limited query. If a full query is not conducted within 24 hours, the driver may not perform any safety-sensitive function until the results from a full query confirm that the driver may perform such functions. (49 CFR 382.701)

A driver may not perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

Notifications

The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol testing and shall notify representatives of employee organizations of the availability of this information. This information shall include a detailed discussion of at least the following: (49 CFR 382.113, 382.303, 382.601)

1. The identity of the person designated by the district to answer driver questions about the material
2. The categories of drivers who are subject to drug and alcohol testing
3. Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the workday the driver is required to be in compliance
4. Specific information concerning prohibited driver conduct
5. The circumstances under which a driver will be tested for drugs and/or alcohol, including post-accident testing
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver
7. The requirement that a driver submit to drug and alcohol tests
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences
9. The consequences for drivers found to have violated the prohibitions against drug or alcohol use, including the circumstances under which drivers will be removed immediately from safety-sensitive functions and the requirements for education, treatment, and return-to-duty testing
10. The consequences for drivers found to have a blood alcohol concentration between 0.02 and 0.04
11. Information concerning the effects of drug and alcohol use on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to any employee assistance program, and/or referral to management
12. The requirement that personal information collected and maintained pursuant to 49 CFR 382 shall be reported to the Clearinghouse

Each driver shall sign a statement certifying receipt of a copy of the above materials. The Superintendent or designee shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver. (49 CFR 382.601)

In addition, prior to administering each alcohol or drug test, the driver shall be notified that the test is required pursuant to Title 49, Part 382, of the Code of Federal Regulations. (49 CFR 382.113) The driver shall be notified of the results of drug and alcohol tests in accordance with 49 CFR 382.411.

Records

The Superintendent or designee shall maintain records of the district's drug and alcohol testing program in accordance with 49 CFR 40.333 and 382.401. Such records shall be maintained in a secure location with controlled access and shall be disclosed only in accordance with 49 CFR 382.405.

Regulation
approved:
revised:

LAKE SIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 12, 2022

Agenda Item:

Enrollment Report Month 8 (3/14/2022 – 4/8/2022)

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:

☒ **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

MONTH 8

3/14/2022 - 4/8/2022

DATE: 5/4/2022

SCHOOL	K	1	2	3	4	5	6	7	8	EAK	NON ADA	TK	M8 21/22 TOTAL	M8 20/21 TOTAL	VARIANCE
EUCALYPTUS HILLS												88	88	87	1
LAKESIDE FARMS	113	99	79	90	97	70						4	552	575	-23
LAKEVIEW	116	92	120	87	110	118							643	656	-13
LEMON CREST	66	68	86	81	80	87				34		2	504	483	21
LINDO PARK	46	67	71	67	85	69				21		1	427	408	19
RIVERVIEW			145	134	133	119							531	563	-32
WINTER GARDENS	135	144											279	303	-24
LAKESIDE MIDDLE							199	257	240				696	763	-67
TIERRA DEL SOL							243	225	208				676	715	-39
FLEX SCHOOL	6	4	9	12	8	9	14	8	8				78	89	-11
NPS/RTC	0	0	0	0	1	1	0	4	2				8	12	-4
DISTRICT TOTAL	482	474	510	471	514	473	456	494	458	55	0	95	4,482	4,654	-172

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	4,482				
2020-2021	4,674	4,673	4,668	4,665	4,659	4,654	4,659	4,642	4,659	4,661	4,652	
2019-2020	4,985	4,986	4,966	4,966	5,042	5,036	5,031	5,036	5,031	5,018	5,015	
2018-2019	5,073	5,054	5,054	5,046	5,098	5,110	5,098	5,090	5,081	5,070	5,028	
2017-2018	5,164	5,179	5,161	5,153	5,211	5,208	5,183	5,159	5,151	5,135	5,101	
2016-2017	5,051	5,039	5,045	5,031	5,103	5,091	5,080	5,059	5,071	5,050	5,023	
2015-2016	5,087	5,100	5,083	5,077	5,138	5,124	5,139	5,121	5,107	5,081	5,056	
2014-2015	5,003	5,005	4,010	4,992	4,986	5,040	5,008	5,021	5,015	5,006	-	
2013-2014	4,835	4,817	4,823	4,825	4,848	4,834	4,790	4,818	4,813	4,790	-	
2012-2013	4,395	4,387	4,372	4,365	4,369	4,375	4,363	4,367	4,365	4,348	-	

BARONA INDIAN	GRADE	TK/K	1	2	3	4	5	6	7	8	TOTAL
CHARTER SCHOOL		12	12	14	6	11	12	7	10	8	92

RIVER VALELY	GRADE	7	8	9	10	11	12	TOTAL
CHARTER SCHOOL		29	30	48	44	41	48	240