LAKESIDE UNION SCHOOL DISTRICT

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

Audience: February 9, 2023

Meeting ID: 947 9256 2765

Dial In: 1 (669) 900-6833

Meeting Password: 947175

Open Session: 6:00 p.m.

Closed Session: Following Open Session

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 <u>Public Comment Form</u> 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. OPENING PROCEDURES - 6:00PM

- 1. Welcome Visitors
- 2. The Pledge of Allegiance will be led by students from Lakeview. Following the pledge, Principal Tiger Rowan will share highlights from the school.

C. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

D. <u>OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD ON ANY ITEM</u> 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.

E. RECOGNITION

The Board will recognize the Lakeside Kiwanis Club for their dedication to the children of Lakeside.

F. PRESENTATIONS

- 1. Kristie Summers, Child Nutrition Director, will present an annual overview of the program.
- 2. Dr. Danielle Clark, Special Education Director, will present an annual overview of the program.

<u>Please Note</u>: 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 <u>www.lsusd.net</u>.

G. <u>ITEMS OF BUSINESS</u>

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 regular board meeting minutes of January 12, 2023 and the special board meeting minutes of January 12, 2023 and January 26, 2023.
- 2.2 **Selection** is requested of seven (7) candidates for the California School Boards Associations' Delegate Assembly for Region 17 (San Diego County).
- 2.3 **Approval** is requested of a fee proposal from Cooperative Strategies, LLC to prove a liability study and/or transition process services in compliance with the California Voting Rights Act.
- 2.4 **Adoption** is requested of Resolution No. 2023-13, designating the week of February 27-March 3, 2023 as "Love of Reading Week" in the Lakeside Union School District and urging members of the community to participate by reading their favorite stories to district students.

HUMAN RESOURCES

- 3.1 **Approval/Ratification** is requested of Personnel Assignment Order 2023-08.
- 3.2 **Approval** is requested of a 3-year Services Agreement with the San Diego County Superintendent of Schools for the teacher intern programs, partnered with CTC. This program helps in hiring interns at no cost to the district.
- 3.3 **Approval** is requested of the following Memorandum of Understandings with universities to provide their students with experience through clinical practice: A) San Diego State University; and B) Point Loma Nazarene University.
- 3.4 **Approval** is requested of a 3-year Teaching Internship Agreement with Point Loma Nazarene University to provide aid in the educational development of the students and are willing to employ and support internships by providing, designating and qualifying district personnel as support.
- 3.5 **Approval** is requested of a 3-year Fieldwork Placement Agreement with Point Loma Nazarene University to provide advanced program candidates fieldwork experience under the supervision of credentialed district teacher.
- 3.6 **Adoption** is requested of Resolution No. 2023-14, reaffirming the designation of management employees.
- 3.7 **Adoption** is requested of Resolution No. 2023-15, reaffirming the designation of confidential employees.

BUSINESS SERVICES

- 4.1 **Approval** is requested of the following monthly business reports: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures.
- 4.2 **Approval** is requested of a Memorandum of Understanding with the California School Employees Association and its Chapter 240 regarding the Theater Tech position.
- 4.3 **Approval** is requested to award Bid #LUSD 2022-02 to Student Transportation of America for transportation for charter bus, activity trips and general education transportation services at a cost of \$175,000.
- 4.4 **Approval** is requested of the following annual contracts for the 2022-2023 school year: A) Western Sign (LF); B) Carrie Rea (Spec Ed); C) The Stepping Stones Group, LLC (Spec Ed); D) Crystal Bejarano-Connect4Kids (Spec Ed); and E) ABA-360 (Spec Ed).
- 4.5 **Approval** is requested for an out-of-state conference for Nicole Genet and Jennifer Chandler to attend Mosaic (computer software) training in Nashville, TN from March 20-22, 2023.
- 4.6 **Approval** is requested of a jog-a-thon fundraiser for the Dream Academy in March 2023 (date TBD).
- 4.7 **Approval** is requested of the following out-of-county field trips for FFA students at Lakeside Middle School: A) Sunny Hills Field Day on February 18, 2023 in Walnut, CA (6 students); B) Hemet Field Day on March 25, 2023 in Hemet, CA (6 students); C) Southern Region Awards on April 28, 2023 in Holtville, CA (4 students); D) Allan Hancock Field Day on February 17-18, 2023 in Santa Maria, CA (5 students); E) UC Davis Field Day on March 3-5, 2023 in Davis, CA (9 students); F) CA FFA State Conference on March 16-19, 2023 in Ontario, CA (12 students); G) Reedley College Field Day on April 14-15, 2023 in Reedley, CA (8 students); H) CA FFA State Speaking Finals on April 19-20, 2023 in Fresno, CA (1 student); I) Fresno State Field Day on April 28-29, 2023 in Fresno, CA (8 students); and J) CDE State Finals from May 5-6, 2023 in San Luis Obispo, CA (8 students).
- 4.8 **Approval** is requested of the following gifts to the District: A) Angi Moser donated a garden tower (\$586.24) for the Dream Academy garden; B) PTA Council donated \$750 to both middle schools to go towards the Outdoor Education program; C) Lemon Crest donated 4 horse bridles (\$199.80) and 5 horse blankets (\$1,199.75) to the Lakeside Rodeo Assn; D) Santee-Lakeside Elks Lodge \$2,500 (\$1,500 for sensory items; \$1,000 for educational items) to Lemon Crest; E) Village Garden Club of La Jolla donated \$00 to the Dream Academy for garden tools/supplies); F) DonorsChoose donated \$333.38 (stand-up magnetic design center, LF), \$498.40 (STEAM supplies, TdS), \$418.74 (Makerspace supplies, TdS), \$914.27 (Design Thinking supplies & misc, TdS), and \$450.38 (garden supplies, Dream).

EDUCATION SERVICES

5.1 **Approval** is requested of a General Release and Settlement Agreement with a district family regarding special education supports/services and related attorney's fees at a cost of \$6,700.

BOARD POLICIES, REGULATIONS, BYLAWS AND/OR EXHIBITS

- 6.1 **Adoption** is requested of Board Policy and Administrative Regulation 3550: Food Service/Child Nutrition Program.
- 6.2 **Adoption** is requested of Board Policy and Administrative Regulation 3551: Food Service Operations/Cafeteria Fund.
- 6.3 **Adoption** is requested of Board Policy and Administrative Regulation 3553: Free and Reduced Price Meals.

H. INFORMATIONAL ITEMS

- 1. Enrollment Report for Month 5 (through 1/6/23).
- 2. The quarterly Uniform Complaint Procedure (UCP) data, related to the Williams settlement and legislation, reported zero complaints for quarter ending December 31, 2022.

I. DISCUSSION ITEMS

- 1. First Reading of Board Policy 4119.1/4219.1/4319.1: Civil and Legal Rights.
- 2. First Reading of Board Policy 4140/4240/4340: Bargaining Units.
- 3. First Reading of Administrative Regulation 4161.5/4261.5/4361.5: Military Leave.
- 4. *First Reading* of Board Policy and Administrative Regulation 4218: Dismissal/Suspension/Disciplinary Action.

J. REPORTS TO THE BOARD

- 1. <u>Union Representatives:</u>
 - 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. <u>District Superintendents</u>
 - 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.

K. CLOSED SESSION

The Board will move to closed session, following the adjournment of open session, to discuss Public Employee Mid-Year Evaluation, Superintendent, pursuant to Government Code §54957.

L. REPORT OUT CLOSED SESSION/ADJOURNMENT

Respectfully Submitted,

Rhonda L. Taylor, Ed.D. Superintendent

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/9/23			
Agenda Item:			
Approval of Minutes			
Background (Describe purpose/ra	ationale of the agenda item):		
It is recommended that the Bo necessary modifications:	oard of Trustees approve the attached minutes with any		
Regular Board Meeting of January Special Board Meeting of January Special Board Meeting of January	Jary 12, 2023		
Fiscal Impact (Cost):			
N/A			
Funding Source:			
N/A			
Recommended Action:			
☐ Informational	□ Denial		
☐ Discussion	☐ Ratification		
□ Approval☑ Adoption	□ 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 Assistan	Dr. Rhonda Taylor, Superintendent		

Administration:

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

Clerk of the Board



Board of Trustees:

JIM BENNETT AUTUMN ELLENSON ANDREW HAYES LARA HOEFER MOIR RON KASPER

Minutes of the Special Meeting of the Board of Trustees

January 12, 2023 District Administration Center

A.	The special meeting of the Lakeside Union School District Board of Trustees was called to order at 12:00 p.m. by Andrew Hayes, President, with the following members present: Lara Hoefer Moir, Vice President; Jim Bennett, Clerk; Autumn Ellenson, Member; and Ron Kasper, Member. Also in attendance were Dr. Rhonda Taylor, Superintendent; Dr. Natalie Winspear, Assistant Superintendent; Lisa Davis, Assistant Superintendent; and Consultant Jim Huge.	Call to Order
B.	There were no requests to speak to the Board.	Comments
C.	The Governing Board met to discuss board development; review board protocols, policies and procedures with facilitator Jim Huge.	Discussion
D.	President Hayes asked if there was any further business to come before the board. There being none, the president declared the special board meeting adjourned at 4:30 p.m.	Adjournment
	Rhonda L. Taylor, Ed.D. Secretary to the Board	
	Jim Bennett	

Administration:

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



Board of Trustees:

JIM BENNETT AUTUMN ELLENSON ANDREW HAYES LARA HOEFER MOIR RON KASPER

Minutes of the Regular Meeting of the Board of Trustees

January 12, 2023 District Administration Center/Zoom

A. The regular meeting of the Lakeside Union School District Board of Trustees was called to order at 6:00 p.m. by Andrew Hayes, President, with the following members present: Lara Hoefer Moir, Vice President; Jim Bennett, Clerk; Autumn Ellenson, Member; and Ron Kasper, Member. Also in attendance were Dr. Rhonda Taylor, Superintendent; Dr. Natalie Winspear, Assistant Superintendent; and Lisa Davis, Assistant Superintendent. Lisa DeRosier was present to record the minutes.

Call to Order

B. President Hayes welcomed visitors. Aria Bruce from Riverview led the pledge of allegiance and shared her perspective as a student at Riverview International Academy. Following the pledge, Principal Grace Cox and Carolyn Hood shared highlights from the schools including: the Mandarin and Spanish immersion programs; learning intentions; experimenting with composting; problem-solving techniques; out-of-the-box opportunities; WINN time targeting language, literacy and math needs; morning meetings; students taking an active role in leadership; and so much more!

Public Riverview and Winter Gardens Spotlight

C. Clerk Bennett commented that he is proud to serve the community. He traveled with his family over the holidays.

Trustee Reports and Comments

Member Ellenson attended the Polar Express event at Lakeview; safety meeting at Tierra del Sol Middle School; and the Riverview winter celebrations.

Member Kasper wished everyone a happy new year. He attended the Winter Extravaganza at Lindo Park; band performances at Lakeside Middle School; holiday program at LEAPP; Polar Express at Lakeview; and a choral performance at Lakeside Farms. He also toured Lindo Park, and the Maintenance and Child Nutrition departments.

Vice President Hoefer Moir wished everyone a happy new year. She thanked the PTA who have worked so hard over the holiday. She volunteered at the Lakeside Middle School winter formal.

President Hayes also wished everyone a happy new year. He attended the Polar Express at Lakeview; performance at Tierra del Sol Middle School; a potluck at the district office; and the board retreat where he commented on the goals and core values of the district.

Public Comments

- D. There were one request to speak to the Board. Mr. Johnson thanked the board for what they are doing for kids in the district, especially his granddaughter.
- Recognition

E. Recognition of the health team was postponed to a future meeting.

Consent Agenda

F. It was moved by Vice President Hoefer Moir and seconded by Clerk Bennett to designate all Items of Business to the consent agenda with the exception of Items 4.6. The motion carried unanimously to designate Items of Business 2.1, 3.1, 3.2, 4.1, 4.2, 4.3, 4.4, 4.5, 5.1, and 6.1 to the consent agenda.

F. ITEMS OF BUSINESS (CONTINUED)

1.1 <u>It was moved by Vice President Hoefer Moir and seconded by Member Kasper to adopt</u> the following items of business:

Items of Business

1.2 There was no discussion on items.

Discussion

SUPERINTENDENT

2.1 A motion to adopt the organizational board meeting minutes of December 15, 2022.

Adopt Minutes

HUMAN RESOURCES

3.1 A motion to approve/ratify Personnel Assignment Order 2023-07.

Approve PAO

BUSINESS SERVICES

4.1 A motion to approve the following monthly business reports: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures.

Approve Business Reports

- 4.2 A motion to approve a Memorandum of Understanding with the California School Employees Association and its Chapter 240 regarding the Van Driver position.
- Approve MOU with CSEA
- 4.3 A motion to award Bid #LUSD 2022-01 to FirstAlt Transportation for the transportation of special education students at a cost of \$200,000.
- Award Bid to FirstAlt Transp
- 4.4 A motion to approve the following annual contracts for the 2022-2023 school year: A) Left Coast Scales (Spec Ed); B) Therapy Travelers (Spec Ed); C) Academic Cognitive Connections (Spec Ed); D) Coast Music Therapy (Spec Ed); E) Rancho Coastal Speech (Spec Ed); F) Brain Learning Psych Corp (Spec Ed); G) WestEd (Pupil Services); and H) MGT Eric Hall and Associates, LLC (HR).
- Approve Annual Contracts
- 4.5 A motion to approve the following fundraisers for the 2022-2023 school year: A) Lakeside Middle School band/orchestra to hold a vendor event/craft fair and silent auction; and B) Tierra del Sol Middle School to hold a Scholastic Book Fair February 17-24, 2023.

Approve Fund Raisers

PUPIL SERVICES

5.1 A motion to approve a Settlement Agreement and General Release with a district student. The agreement addresses concerns regarding special education transportation. There will be no additional cost with the addition of the service, as the sibling is currently being transported by the district. The only cost to the district is \$4,400 for attorney fees.

Approve Settlement Agreement

BOARD POLICIES, REGULATIONS AND/OR EXHIBITS

6.1 A motion to adopt Administrative Regulation and Exhibit 3541.1: Transportation for School-Related Trips.

Adopt AR/E 3541.1

Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).

F. ITEMS OF BUSINESS (CONTINUED)

4.6 It was moved by Vice President Hoefer Moir and seconded by Member Ellenson to approve the following gifts to the District: A) \$ Dream Academy received a \$400 garden grant from the Village Garden Club of La Jolla; B) Guitars in the Classroom donated a class set of ukulele's to Lindo Park; C) Arcadis donated office and classroom supplies (approximate value, \$2,500) to Winter Gardens; D) Bruce Weathers donated \$1,000 toward Lindo Park field trips; E) Friends of East County Arts donated \$1,000 to the LMS dance program; F) Tricia Digenan donated \$150 to the LMS FFA program; and G) Lakeside Middle School PTSA donated \$2,435 towards 6th grade camp. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).

Accept Gifts to the District

G. The board reviewed the enrollment for Month 4 ended December 9, 2022.

Enrollment

- H. 1. First reading of Board Policy and Administrative Regulation 3550: Food Service/Child Nutrition Program. The Board will adopt at the next regular meeting.
 - 2. First reading Board Policy and Administrative Regulation 3551: Food Service Operations/ Cafeteria Fund. The Board will adopt at the next regular meeting.
 - 3. First reading Board Policy and Administrative Regulation 3553: Free and Reduced Price Meals. The Board will adopt at the next regular meeting.
- I. 1A. Kerry Strong, LTA President, wished everyone a happy new year. Teachers have been back for 4 days and all have been rainy day schedules. Everyone is glad to be back.

LTA President

1B. David Myers, CSEA President, was not present at the meeting.

CSEA President

2A. Lisa Davis, Assistant Superintendent, thanked the board for approving our new Transportation Supervisor, Ginny Lopez.

Lisa Davis

2B. Dr. Natalie Winspear, Assistant Superintendent, had no formal report.

Dr. Natalie Winspear

2C. Dr. Rhonda Taylor, Superintendent, complimented the board on thoughtful questions and attention during the board retreat. It was a long day, but good positive energy. She is excited to be back.

Dr. Rhonda Taylor

J. 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 6:31 p.m.

Adjournment

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

Jim Bennett Clerk of the Board

Administration:

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



Board of Trustees:

JIM BENNETT AUTUMN ELLENSON ANDREW HAYES LARA HOEFER MOIR RON KASPER

Minutes of the Special Meeting of the Board of Trustees

January 26, 2023 District Administration Center

A. The special meeting of the Lakeside Union School District Board of Trustees was called to order at 5:30 p.m. by Andrew Hayes, President, with the following members present: Lara Hoefer Moir, Vice President; Jim Bennett, Clerk; Autumn Ellenson, Member; and Ron Kasper, Member. Also in attendance were Dr. Natalie Winspear, Assistant Superintendent; and Lisa Davis, Assistant Superintendent. Dr. Rhonda Taylor was absent at an out-of-town conference. Lisa DeRosier was present to record the minutes. Lakeside Middle School student, Peter Moir, led the pledge of allegiance.

Call to Order

Flag Salute

B. There were no requests to speak to the Board.

No Public Comments

C. 1. <u>It was moved by Member Ellenson and seconded by Vice President Hoefer Moir to approve the 2021-22 School Accountability Report Cards (SARC's) for all Lakeside Union School District sites. The California Department of Education requires school boards to approve prior to the publishing deadline of February 1. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).</u>

Approve 2021-22 SARC's

2. <u>It was moved by Vice President Hoefer Moir and seconded by Member Kasper to approve the following lecturer/performer agreements for the Stolen event on January 19, 2023: A) Susan Johnson; B) Marjorie Saylor; C) Kathi Torres; and D) Keelin Washington. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).</u>

Approve Agreements for the Stolen Event

D. President Hayes asked if there was any further business to come before the board. There being none, the president declared the special board meeting adjourned at 5:33 p.m.

Adjournment

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

Jim Bennett Clerk of the Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2	/9/23
Agenda Item:	
CSBA Delegate Assembly Nom	ninations
Background (Describe purpose/ra	ationale of the agenda item):
The Board is asked to select so Region 17 (San Diego County)	even (7) candidates for CSBA's Delegate Assembly for
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☑ Nomination☐ Approval	 □ Denial □ Ratification □ Explanation: Click here to enter text.
Originating Department/School:	Superintendent's Office
Submitted/Recommended By:	Approved for Submission to the Governing Board:
Lisa DeRosier, Executive Assistan	Dr. Rhonda Taylor, Superintendent



REQUIRES BOARD ACTION

Due: Weds. March 15—return ballot in enclosed envelope

January 31, 2023 MEMORANDUM

To: All District Board Presidents and Superintendents — CSBA Member Boards

From: Susan Markarian, CSBA President

Re: 2023 Ballot for CSBA Delegate Assembly — U.S. Postmark Deadline is Weds. March 15

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Wednesday, March 15, 2023.

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked by May 1. Results will be published by May 11, 2023.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2023 – March 31, 2025. The next meeting of the Delegate Assembly takes place on Saturday, May 20 and Sunday, May 21, 2023. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper

List of all current Delegates on reverse side of ballot

Candidate(s)' required Biographical Sketch Forms and optional resumes

CSBA-addressed envelope to send back ballots

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **WEDNESDAY**, **MARCH 15, 2023**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2023 DELEGATE ASSEMBLY BALLOT REGION 17 (San Diego County)

Number of seats: 7 (Vote for no more than 7 candidates)

,	
Delegates will serve two-year terms begin	ning April 1, 2023 - March 31, 2025
*denotes incumbent	
Whitney Antrim (Coronado USD)	Barbara Ryan (Santee SD)*
Kate Bishop (Chula Vista ESD)*	Rhea Stewart (Cardiff ESD)
Delia Dominguez Cervantes (Chula Vista ESD)	Shad Thielman (Cardiff SD)
Melissa Krogh (Warner USD)*	Cipriano Vargas (Vista USD)
Kelly Leiker (South Bay Union SD)	Katrina Young (San Dieguito Union HSD)*
Eva Lopez Zepeda (Sweetwater Union HSD)	
Provision for Write-in Candidate Name	School District
Signature of Superintendent or Board Clerk	Title
School District Name	Date of Board Action

See reverse side for list of all current Delegates in your Region.

REGION 17 - 23 Delegates (17 elected/6 appointed♦)

Director: Debra Schade (Solana Beach ESD)

Below is a list of all elected or appointed Delegates from this Region.

County: San Diego

Richard Barrera, (San Diego USD)♦, appointed term expires 2023 Sabrina Bazzo (San Diego USD)♦, appointed term expires 2023 Maria Betancourt-Castaneda (National SD), term expires 2024 Kate Bishop (Chula Vista ESD), term expires 2023 Leslie Bunker (Chula Vista ESD), term expires 2023 Eleanor Evans (Oceanside USD), term expires 2024 Andrew Hayes (Lakeside Union SD), term expires 2023 Julie Kelly (Vista USD), term expires 2024 Melissa Krogh (Warner USD), term expires 2023 Rudy Lopez (San Ysidro ESD), term expires 2024 Tamara Otero (Cajon Valley Union SD), term expires 2024 Darshana Patel (Poway USD)♦, appointed term expires 2023 Dawn Perfect (Ramona USD), term expires 2023 Barbara Ryan (Santee SD), term expires 2023 Nicholas Segura (Sweetwater Union HSD)♦, appointed term expires 2024 Arturo Solis (Sweetwater Union HSD)♦, appointed term expires 2023 Marla Strich (Encinitas Union ESD), term expires 2024 Gee Wah Mok (Del Mar Union SD), term expires 2024 Sharon Whitehurst-Payne (San Diego USD)♦, appointed term expires 2024 Katrina Young (San Dieguito Union HSD), term expires 2023 Vacant, term expires 2024 Vacant, term expires 2024

County Delegate:

Guadalupe Gonzalez (San Diego COE), term expires 2023

County

San Diego

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VIEW	16511	1

view results		
Respondent		52:53
22	Anonymous	Time to complete
1. I have been *		
Appointed		
Nominated		
2. Your signature indicates	your consent to be pla	aced on the ballot and serve as a Delegate, if elected st
Yes		
3. Full name *		
Barbara Ryan		

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4	Region	SU	breaion	×

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1- County

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2B

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5.	Nan	ne of District or COE *
	Sar	ntee School District
6.	Year	rs on board *
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1. 1	101623	

Retired

8. Contact number *

619-701-5751

9. Primary email address *

barbara.ryan@santeesd.net

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Ewish to continue serging as a member of the Delegate Assembly to support CSBA as it continues advocating on behalf of students. My service as a school board member, in my community, and in my profession as a recently refried government relations executive have provided me the opportunity to be well-versed on current issues facing local school boards and CSBA, and well-positioned to influence education policy at all levels.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I have served as President, Vice-President, Clerk, and Legislative Representative on my board, serve on several school district committees, and represent my district on the Chamber of Commerce Executive Board. I serve on the San Diego County School Boards Association. I represent school boards on the Children's Initiative Board and my County's Children's Mental Health Advisory Council. My past/present participation in CSBA is: Delegate Assembly, Legislative Relations Chair, Legislative Committee, Coordinated Children's Services Task Force, School Facilities Task Force, Welfare Reform Committee, and Health Task Force.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

Today, the biggest challenge is dealing with the mental/behavioral issues students face as a result of the pandemic and its isolation as well as school safety issues. Our responsibility, however, remains the same -- assuring that students receive the best possible educational experiences. I believe we face many challenges with having adequate resources and supportive laws/regulations to allow us to provide the highest quality education for our students. Advocacy at all levels of government is the key to success. CSBA can help address this challenge by continuing to provide advocacy training for board members and to use those collective voices to influence public policy at all levels.

3. Full name *

Cipriano Vargas

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Cipriano Vargas		

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, 11:1	11 AM Delegate Assembly Nomination/Appointment Biographical Sketch Form
7.	Profession
	Manager/Policy Advisor
8.	Contact number *
	760-2134498
9.	Primary email address *
	cvargas.trustee@gmail.com
10.	Are you an incumbent Delegate? *
	Yes
	No
11.	Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.
	I have served as a Delegate for CSBA in the past. As an active member in the education advocacy community, I wish to use mexperience and voice to advocate for the needs of our students. I have 6 years of serving on my board where the last two I we the Board President. In addition, I have continued to advocate and lobby our state and federal elected officials.
12.	Please describe your activities and involvement on your local board, community, and/or CSBA. *
	I serve on our Dual Language TaskForce, Climate Action Committee, and Career Superhighway Coalition. In addition, I serve o

the Alumni Association for CSUSM and involved in local politics.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

We are facing a serious issue as it relates to our workforce and it is crucial that we rethink on how to best support staff. In 2023, I will lean in heavily on mental health for adults and workforce housing as opportunities to retain/recruit staff.

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3.	Full name *		
	Delia Dominguez Cervantes		

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5.	Nan	ne of District or COE *
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6. `	Yeaı	rs on board *
	Ne	wly Elected Board Member- November 2022

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7.	Р	ro	es	SI	on

San Diego County Health & Human Services Administrator (HHSA)-Retired

8. Contact number *

619-517-4620

9. Primary email address *

delia.cerv@gmail.com

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

As a new board member Lam very cager to learn and empower myself to better serve my community in the Chula Vista Elementary School District. As an Administrator for the Health & Services Agency (LILISA) my role included: ensuring fiscal responsibility & integrity; fostering partnerships with employees, customers, and community based organizations; analyze legislation; implement program changes; evaluate for program effectiveness; manage, direct, train, evaluate & develop staff, all of which are important skills to my role as a future California Delegate. These skills will enable me to adopt policies and positions to CSBA's policy platform.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I have extensive experience in community organizations, that serve the students and families of the South Bay Community to include: Latino American Political Association; LAPA Foundation for Excellence-Literacy & Educational Outreach; City of San Diego Mayor's Latino Advisory Board; Domestic Violence Supportive Services -Casas Seguras; City of Chula Vista Citizen's Police Academy; City of San Diego Police Dept. Citizen's Review Board; City of Chula Vista Citizen of the Month Recognition; Classroom volunteer at multiple schools.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

I see the following as the biggest challenges facing our governing boards: Budget Allocations; Staffing; Special Education Issues; Equity-ensuring that all children have access to equal opportunities; Campus Safety; Academic Achievement; Mental Health; Safe & Happy Learning Environment; Parental Engagement-to include all stake holders, community members, grandparents, foster parents.

CSBA can help by adopting policies that support our local endeavors.

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	Respondent 76	Anonymous	166:48 Time to complete
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	Appointed Nominated		
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3.	Full name *		
	Elva Lopez-Zepeda		

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7.	Profession
	Teacher
8.	Contact number *
	6192546777
9.	Primary email address *
	elopezzepeda@gmail.com
10.	Are you an incumbent Delegate? *
	Yes
	No
11.	Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.
	As a teacher for over 34 years and a parent, my education and experiences will bring a knowledge to the position that lew delegates will have I can provide a unique perspective for decisions to be made on student achievement
12.	Please describe your activities and involvement on your local board, community, and/or CSBA. *
	I am newly elected to the school board and the district's legislative committee. Also, as a member of several organizations, I have received lobbying training to advocated for students, families, and learning conditions that affect students' well-being.
13.	What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *
	A challenge facing school boards is insufficient knowledge to adequately prioritize funding for student retention, rigorous instructional opportunities for diverse students, and facilities/infrastructure.

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	Respondent 125	Anonymous	397:09 Time to complete			
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Nominated 2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected * Kate Bishop						
3. Full name	<u>.</u> *					

4. Region/subregion *

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Costume	Designer	(Theatrical/Film	TIM

8. Contact number *

619-517-7137

9. Primary email address *

kate@katebishop.vote

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I would like to continue being a delegate because I very much enjoy the work and I enjoy representing districts throughout San Diego County. My tenure to this point has helped me learn more about diverse districts and how to create strategies that benefit us all. I bring the following to my role:

- a strong voice, which is a valuable asset when speaking from the floor of the Assembly
- dependability, because showing up and doing the work is key to progress
- ability to get things done cooperatively, as striving together helps us reach our goals

I have a passion for education and fight to get our school boards, families, staff, and teachers what they need to help students attain success.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

Prior to being elected to my school board, I was incredibly active in the PTA. I served on the executive board of my school, as well as the executive board of the Council of PTAs, which oversaw my whole district. My final year there, I chaired the "Legislation and Advocacy" Committee. I've been a very active delegate since I was elected, a few months after I assumed my role on my school board. In addition to attending and participating in Delegate meetings, I have participated in every lobbying opportunity, including at the first ever CSBA Coast 2 Coast trip to Washington DC. I was also recently elected to serve on the executive board as Secretary for Region 17 Delegates. Beyond that, I am a Commissioner serving on the Chula Vista Cultural Arts Commission, and on our "Create Chula Vista" arts grant subcommittee. I also serve on the Ethics Committee of the San Diego Democratic Party and am a founder and President of the San Diego Democratic Education Alliance.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

As far as governance needs, CSBA has good training opportunities for new school board members, but there needs to be a version that is much more streamlined and happens immediately after elections. They should also offer training sessions for potential school board members so that candidates better understand what is involved in governing. Better prepared board members are more likely to be successful leaders for their communities.

In terms of overall need, it all boils down to funding. Our state has one of the biggest economies in the country, yet we have lower per-pupil spending than Alabama, Missouri, and Mississippi, among 21 others. Our current funding structure needs to be changed to give districts more funds that are unrestricted. School boards know what our districts' particular needs are. Now we need the money to do it. We also need to get California to raise the LCFF base rate, to stop constantly offering one-time money and start focusing on providing ongoing funds, to increase subsidies for special education to make up the shortfall in federal IDEA spending, and to fulfill their obligation to fully fund STRS/PERS instead of foisting the responsibility onto local districts.

KATE BISHOP

Chula Vista Elementary School Board, Seat 4

367 Alpine Ave Chula Vista, CA, 91910 kate@katebishop.vote (619) 517-7137

Education Leadership Experience

Chula Vista Elementary School District Governing Board

Trustee and Vice President (2020- present)

California School Board Association Delegate Assembly

Region 17 Delegate (2021- present), Region 17 Executive Board: Secretary (2022- present)

Chula Vista Elementary School District Council of PTAs

Executive Board Member: Legislation & Advocacy Committee Chair (2020-2021) Historian (2020), 1st Vice President (2018-2020), Auditor (2017-2018)

Clear View Elementary School

School Site Council AND District Budget Advisory Committee: Parent Representative (2019-2020)

Rosebank Elementary School

PTA Board Member: Treasurer (2018-2019), President (2016 – 2018)

District Advisory Committee: Alternate (2017-2019)

Professional Costume Experience

Kate Bishop Costume Design (2002-Present)

Costume Designer, Wardrobe Stylist, and Costume Shop Manager for over 75 theatrical, commercial, TV, and film productions.

Professional Highlights

- o Frequent Costume Designer-New Village Arts Theatre, Carlsbad (2004-2016)
- o Frequent Costume Designer- Diversionary Theatre, San Diego (2014-2017)
- o Frequent Costume Designer- *Moxie Theatre, San Diego* (2015-2019)
- o Resident Costume Designer-Independent Shakespeare Co., Los Angeles (2008-2013)
- o Resident Costume Designer-Invertigo Dance Theatre, Los Angeles (2012-2017)
- o Wardrobe Stylist- *Britney Spears*, "Gimme More" Music Video (2007)

Other Community Service

- City of Chula Vista Cultural Arts Commission & Create Chula Vista Committee (2020 present)
- o SDCDP South Area Secretary (2021 present)
- o Ethics Committee SDCDP (2019 present)
- o San Diego Progressive Democratic Club South Founder/Secretary (2019 2021)
- Associate to SDCDP Central Committee (2019 present)
- o Big Feet/Little Feet Program Director Pilgrim Pines Summer Camp (2019)
- o Tijuana Mission House Build Project (2017- 2018)
- o Youth Group Co-Director Woodland Hills Community Church (2010-2012)
- Pinesters (Special Needs Adults) Counselor Pilgrim Pines Summer Camp (1996-1998)

Education

Bachelor of Arts, Major- Theatre, Minors- Dance & Ethnic Studies (2002) – UC San Diego, La Jolla, CA

Education Abroad Certification, Emphases-Film & Sociology (1998) - Lancaster University, Lancaster, UK

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	Respondent	t Anonymous	75:43 Time to complete
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3. Full name *			
Katrina Young	g		

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Ο.	COII	tact	num		

760-672-9821

9. Primary email address *

katrina.young@sduhsd.net

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Livish to confinue my work as a Delegate because Livish to elevate the voice of the students and staff that I was elected to serve and make meaningful decisions that best support them at the state level. Over the past two years, I have seen firsthand how my work as a School Board member can be made more effective as a result of collaborating with delegates across the state of California. At the same time, I hope my perspective allows other Boards to understand ways we can all work together to promote public education, allowing it to constantly evolve and improve. In the wake of Covid, our schools struggle on a wide range of issues ranging from academic support to emotional wellness to financial constraints. Technology, budget cuts, mental health, and physical safety are just some of the many issues we face. The only way we will find solutions is to bring local leaders together. I look forward to using the experience I have gained in my first term as a Delegate to help all Districts determine future goals.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

For my strong support of student voices, safety, wellness and DEI (Diversity, Equity & Inclusion), I was recognized as the San Diego County Board of Education's "2021 First Term School Board Member of the Year." In addition to serving as a member of the Region 17 CSBA Delegate Assembly, I am a member of my District's PCAC (Parent Curriculum Advisory Committee), Superintendent Parent Advisory Committee, Facilities Committee (Alternate), Discrimination Prevention & Awareness Committee, LCAP Advisory Committee, City of Carlsbad City/Schools Committee, and City of Encinitas School District Liaison Committee, Recently, I was invited to serve as a Site Validator for the 2022 Golden Bell Awards, interviewing and touring a neighboring District's CTE program. I regularly visit my own District's school sites and attend student events. The most effective way to serve a District is to interact and understand the experiences and perspectives of the students and staff that we serve. For that reason, I helped mentor student leaders who have recently brought forward Resolutions to support issues important to them, including a Prevention of Gun Violence and School Safety Resolution and a Resolution Affirming the Support of LGBTQUIA+ Students. In the wake of last year's school shootings, I drafted and brought forward my own Resolution to Reaffirm Supporting Student Safety and Prevent School Violence. The main purpose of the Resolution was to assert that our district recognizes the need to do everything in our power to safeguard students from harming themselves and/or others. As a school board member and a mother, I firmly believe that the physical and emotional well-being of our students and staff must always remain our top priority.

Previously I served as PTA President, Executive VP, VP Volunteers, and VP Programs of one of our feeder schools (El Camino Creek Elementary) and was awarded the "Parent Excellence Award" in 2013. As a member of the PTA Board for seven years, I chaired and/or championed a wide variety of programs including Everyone-A-Reader, Robotics, Read Across America Day, Earth Day, School Garden, Student Art Show, and the Let's Move Initiative. As a parent of one of our high schools (La Costa Canyon), I served on the Grant Committee, sat on the Board of Directors, and was selected to serve on the District Boundary Task Force. All three of my children, as well as my husband, are graduates of District schools.

With 20 years of experience advocating for children's health, I've held over 80 meetings with members of Congress and attended the 2016 Precision Medicine Initiative by invitation of the White House. In addition to representing San Diego on a national stage, I proudly support several local charities. I was a member of the Surf Cities Chapter of National Charity League for eight years, sat on the Board of Directors as VP Philanthropies and Recording Secretary, and served as the NCL Sustainer Liaison. However, my longest standing commitment has been with the Cystic Fibrosis Foundation where I served as the San Diego Chapter Board Chairman for seven years and the National Co-Chair of the Volunteer Leadership Conference for two years; I currently serves as the Volunteer Engagement Chairman on the Board and a member of both the National Advocacy Team and the National Volunteer Engagement Committee.

I also volunteer as a Court Appointed Special Advocate (CASA) for foster children.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

Local school boards often reflect many of the same issues plaguing all communities at the national level. As such, I regard division and polarization as the biggest underlying issue in public education today. At a recent School Board meeting, a discussion ensued about district priorities. To that I offered that "I think it is important to get back to basics, but to me that means civility. If we can't meet each other halfway, see each other for who we are, and show compassion and empathy, then there's no learning, there's no discourse, there's no progress... there's nothing." I then offered a plea for our community (and the nation at large) to treat each other better. Only by working together can we make the best decisions for our students. Supporting and educating our children is the one thing we can all agree upon. If we start there, we can build upon that foundation to accomplish so much more. In every sense, we pave the way for the next generation.

At last year's CSBA Delegate Assembly, President Heredia spoke eloquently about the importance of Kindness, noting it was a hallmark trait of Past-President Kitchens. Especially in a world that is too often filled with stark differences of opinion, she led with dignity, compassion, and genuine concern for others. I hope that my actions follow in the wise footsteps of that legacy. More than just being a personal goal of mine, I understand the importance of setting a positive example for the students that I serve. I went into this job hoping to make a positive impact on our youth and despite long board meetings and even contentious debates, I hope I have demonstrated that a person can stand up for themselves and others with grace, compassion, intelligence, and decency.

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	Kelly Marie Leiker	•			

4. Region/subregion *

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	Sou	uth Bay Union School District
6. \	Year	s on board *
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7. Profession
Teacher
8. Contact number *
6195871676
9. Primary email address *
Kleiker@sbusd.org
10. Are you an incumbent Delegate? *
Yes
No
11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. Lam eager to learn and participate in the direction of my school district. As a recent teacher, current parent, and hielong community member, I have valuable insight into lives of our students and families.
12. Please describe your activities and involvement on your local board, community, and/or CSBA. *
I am a brand new board member. I am active in my community as an art instructor for school age children, families, and with a 9-12th after school club setting. I am a parent volunteer for my daughters' Girl Scout troop and a substitute teacher in our district.
13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *
I feel the biggest challenge is trust. At least in SBUSD, there is a severe lack of trust from both staff and community members in our District and Board of Trustees. Conferences and trainings for board members to learn from successful governance teams through CSBA is helpful.

Melissa Krogh

View results				
F	Respondent 54	Anonymous		73:58 Time to complete
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M. Krogh 3. Full name *				

4. Region/subregion *

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7	Prot	ACC	ion

Executive Assistant/Accounting Clerk

8. Contact number *

760-464-8736

9. Primary email address *

27027 Chihuahua Valley Rd, Warner Springs, CA 92086

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Ecing a Oclegate has broadened my knowledge and understanding so I can be better prepared when I am advocating for all students and their education

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I have been a member of the Warner Unified School District board for 6 years. I have served my board in the roles of Clerk, Vice President, and now as President. I have chaired our district's Policy Committee meetings for 4 years.

In addition, I work directly with the Superintendent and the CBO at Julian Union High School District where I get to see the every day working operations of our education system. Getting first hand experience of how board policies and legislation affect the students, the staff, and the campus activities.

I have attended CSBA's Annual Education Conference for 5 years. I have completed Masters in Governance twice. I was elected to serve as a Delegate in 2021; and much like our students learned the ropes through Zoom.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

School boards are struggling with declining enrollments, unfunded mandates, employee shortages, and competing with the romanticized idea of charter schools. CSBA has begun laying the ground work for getting an increase to the base funding, but we all need to keep the pressure on to fund schools to the degree that REALLY allows us to provide the top rate education that the students of California deserve.

	Respondent 70	t Anonymous	43:03 Time to complete
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2. Your signa		s your consent to be p	placed on the ballot and serve as a Delegate, if elected *
3. Full name			•
Rhea Stew	vart		

8. Contact number *

760-803-5848

9. Primary email address *

Rhea.Stewart@cardiffschools.com

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I would like to serve as a Delegate to engage with my school board peers to bring outstanding educational apportunities for età studens as tvell as bolld strong gevennance in our school destrict, des region, and in California

Twork in educational publishing, designing and producing mathematics and science learning content and assessment for students and teachers.

My education:

San Diego State University Bachelor's degree, Mathematics Multiple Subjects Teaching Credential with Supplemental Authorization in Mathematics Master's degree, Education (concentration in Educational Technology)

San Diego Mesa College Certificate, Geographical Information Systems 12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

Cardiff Elementary School District Governing Board Member, 2020 - Present Board president, 2021 - Present Member of the District's negotiations team Member of the 2023 Community Celebration planning team

Cardiff Elementary School District Governing Board Member, 2006 - 2010 Board president, 2010

California School Boards Association Masters in Governance: Completed 2021

Attended CSBA Annual Conference, San Diego, 2021, 2022 Board Presidents Workshop, 2021

Cardiff Measure GG general obligation bond campaign committee, treasurer, 2016 Cardiff Independent Citizens Oversight Committee (ICOC), 2017-2020 ICOC President, 2017-2020

San Dieguito Union High School District Proposition AA general obligation bond campaign committee, vice chair, 2012 San Dieguito Union High School District Independent Citizens Oversight Committee (ICOC), 2013-2019 ICOC President, 2013-2019

San Dieguito High School Academy Foundation Board Member, 2012-2016 Fall Fundraiser Chair, 2012-2017 Foundation Athletic Council Liaison, 2012-2016

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

How will our governing board lead our schools in the future? That's always been a question for school board members to navigate. For me, answers to this question depend on being an inquisitive problem solver and collaborating with District and school staff, Board colleagues, parents, community members, and our peers.

Working with the Delegate Assembly will give me the opportunity to explore how all school boards can work to bring programs and experiences to our students that give them the best promise for success.

Rhea A. Stewart

Rhea.Stewart@cardiffschools.com

PROFESSIONAL EXPERIENCE

SCHOOL BOARD MEMBER Cardiff Elementary School District (2020 – Present and 2006 – 2010)

- One of five elected board members for a two-school district, serving approximately 700 students in grades K-6. Annual budget for the district is approximately \$10 million.
- Elected and served as Board President in 2010, 2022, and 2023.

ASSESSMENT DESIGN SPECIALIST Edmentum (2022 – Present)

- Develop, review, edit, and revise mathematics test items, art, HTML code, and metadata for digital items, including
 multiple-choice, multiple select, drag-and drop, drop-down, equation editor, graphing, matching, and fill-in-the-blank,
 across multiple grade levels for a variety of formative and summative assessment needs.
- Develop, interpret, and implement asset specifications, item development plans, test blueprints, test designs, and other ancillary documents.
- · Develop items, art, stimuli, and assessments based on accessibility considerations.

PROJECT MANAGER, GREAT MINDS MATH Great Minds (2021 – 2022)

- Project management assignments: Mathematics I, California Eureka Math², National Eureka Math² Spanish, Implementation Guide Updates. Louisiana Eureka Math²
- Defined project scope and requirements in collaboration with product managers, content team, writing editors, math auditors, program managers, and production.
- Established and documented workflows, tasks, milestones, and resources needed for successful project outcomes.
- Created project management plan including project charter, communication, staffing, component scope, and risks/issues.

STEM EDITORIAL MANAGER and LEAD EDITOR/INSTRUCTIONAL DESIGNER Aptara Corporation (2017 – 2020)

- Served as the managing editor for STEM projects, including print, digital, and assessment content development.
- Editorial manager for grades 3-12 science and a K-8 mathematics assessment projects, building digital and print items of original content to align to state and national standards.
- Editorial manager for comprehensive K-5 mathematics textbook series. Responsible for Grades K-2 TE, SE, ancillaries, and digital content. Supervised two lead editors, two editorial assistants, and 20 subcontractors.
- Recruited, interviewed, hired, trained, and supervised term-of-project employees and contracted writers and editors.
- Served as the primary liaison with clients. Facilitate weekly status meeting with internal and client teams, provide regular project updates via Smartsheet, SharePoint, Asana, status reports, and frequent meeting and phone communication. Resolve issues to meet client expectations and maintain the quality of content and deadlines.

INSTRUCTIONAL DESIGNER 3 University of California San Diego, Jacobs School of Engineering (2020 – 2021)

- Course architect for curriculum, pedagogy, and design strategy of a novel science/engineering curriculum developed for high school teachers and students.
- Served as the team leader for researching project-based learning, self-regulated learning, and problem-solving
 methodologies. Interact with UC San Diego colleagues to build a foundation for curriculum ideas and contexts for
 problem solving in real-world science settings.
- · Facilitated internal and external focus groups and teacher professional development engagement.
- Facilitated academic advisory committee, comprised of local school district, County Office of Education, and UC San Diego professors.

Education

- Masters in Governance California School Boards Association
- · Certificate in Geographical Information Systems Technologies Mesa College, San Diego, CA
- Master of Arts in Education with a Concentration in Educational Technology San Diego State University
- · Multiple Subject Credential with Supplemental Authorization in Mathematics San Diego State University
- Bachelor of Arts in Mathematics San Diego State University

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	Respondent 87	Anonymous	1249:51 Time to complete
1.	I have been *		
	Appointed Nominated		
2. `	Your signature indicates	your consent to be place	d on the ballot and serve as a Delegate, if elected *
	Shad Thielman		
3.	Full name *		
	Shad Robert Thielman		

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	Ca	rdiff School District
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	1.5	
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7. Profession

8. Contact number *

858-349-6664

9. Primary email address *

shad.thielman@cardiffschools.com

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

List, as a parent of two children who have had the privilege of receiving their primary education in public schools, a community member, and an educator, I have a vested interest in the public school system and developing a culture of lifeloing learning and molding civically minded contributing citizens. In no small part, delegates play an integral role, helping to ensure that the California School Board Association reflects the interests of school districts and county offices of education throughout the state. In doing so, delegates and the CSBA assist districts in meeting their goals. Second, as a community member, I would argue that we have a moral obligation to provide all children with the means necessary to receive a safe and equitable education. In short, students deserve to attend school in an environment that is equitable, adequate, safe, sustainable, and in keeping with the integrity of the community. By serving as a delegate on the CSBA Delegate Assembly, I aim to work collectively with local districts, county offices of education, the Board of Directors, and the Executive Committee, to meet the demands of the current educational landscape.

I believe that my combined skill set as an educator at California State University San Marcos, and twenty years of experience in operations and supply chain management is commensurate with the expectations of a CSBA Delegate Assembly member. During my time in supply chain management, I became intimately familiar with research, budget preparation, budget analysis, procurement, logistics, best purchasing practices, efficiency, written and verbal communication, and establishing relationships. Furthermore, I can provide a unique perspective that can only come from being involved in higher education. I understand the complexities that drive student learning outcomes, curriculum development, pedagogical approaches, and shared governance as an educator. I am confident that I have the experience, passion, and communication skills necessary to adequately represent the CSBA community and support their mission to ensure that the California School Board Association reflects the interests of school districts and county offices of education throughout the state.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

As a veteran, I served the community as a United States Marine from 2000 to 2004. I have been involved with youth soccer in the Encinitas area since 2011. I am an active member of the local chapter of the Veterans of Foreign Wars and American Legion Post 416, where I served as the post historian. Within the walls of academia, I have served on the Academic Senate and as a member of the Lecturer Inclusion Work Group. In addition to these roles, I served as a member and co-Chair of the Independent Citizens Oversight Committee that oversaw Measure GG funding which provided the Cardiff School District with the means necessary to rebuild a school within the district. Last, I have served as a Trustee on the Cardiff School District Board of Trustees since November 2021. During this time, I have helped to oversee the transition from pandemic-influenced learning methods and the ongoing construction of Cardiff Elementary while maintaining the integrity of the District and the community's demands

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

Our public education system is a crucial foundational element of our democracy. As Private Schools and Charter Schools continue to proliferate throughout our communities, support for public education is as important today as it has ever been. As an individual raised in a lower socioeconomic household who attended public schools, I am apprised of the impact receiving a public education can have. I firmly contend that every child, regardless of socioeconomics, has a right to receive an equitable education in a safe, engaging, and adequate environment. To that end, I serve as a Trustee on the Cardiff School District Board of Trustees and have chosen a career in education. To be sure, I am a strong advocate of the public education system. What makes public education a success are the people and the relationships between districts, boards, and the community. Some of the substantial challenges current boards face are funding and safety. It could be argued that we are going through significant changes to our cultural landscape. These changes impact districts throughout the state in different ways. Throughout the nation and within the State of California, many districts suffer from a lack of funding. As a result, safety is compromised, classrooms are overcrowded, and fundamental educational assets such as updated textbooks and modern technology are lacking. Equally important, when coupled with the expense of higher education, the cost of living increases due to inflation significantly impacts the ability of school districts to recruit and retain educators. Last, as CoVid-19 and the subsequent pandemic have waned, it is clear that classrooms and lecture halls have been altered for both. Taken together, these challenges reflect the need for school boards to recognize the constant social fluidity and be open to new approaches and methodologies. Furthermore, the CSBA, governing boards, educators, and local officials need to create an open dialogue and work to serve the needs of our public schools, communities, and educators. It is my hope to work with members of the CSBA, school districts, educators, and the community to ensure that we meet the needs of every student and provide them with the tools that they need to be successful inside and outside of the classroom.

View r	esults
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	Respondent 26	Anonymous	09:34 Time to complete
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(s your consent to be pla	aced on the ballot and serve as a Delegate, if elected *
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3. Full name *	k		
Whitney Na	stasia Antrim		

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5.	Name	of D	istrict	or	COE *

Coronado Unified School District

6. Years on board *

2

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/	Pro	fess	ion

Attorney specializing in Education Law	
8. Contact number *	
619-672-7855	
9. Primary email address *	
legallyred.esq@gmail.com	

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

3 am inferested in bringing balance and unique perspective to the Delegate Assembly. As an attorney specializing in civil rights. constitutional law, special education, and student services, I have a lot of professional expenence, and policy understanding to contribute to the Assembly. As a board member, alum, and parent in a small school district, and one that has a large military contingent, I can offer special insight into issues of equity and belonging in such a setting

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I have served as clerk of our Board for one year, I have initiated critical conversations around cyber safety and citizenship. I have also served on the board of Think Dignity, a nonprofit focused on activism and advocacy for people experiencing homelessness. Lalso served as a Deputy Public Defender for almost 20 years, specializing in serving society's most vulnerable members.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

The biggest challenge facing governing boards is adapting to a changing world in a way that reimagines public education, family engagement, and how we can be leaders in our society to foster a sense of safety and belonging in every child in our care - no matter who they are, what they look like, their unique abilities, where they live, who they love, or where they come from.

Whitney Antrim, Trustee, Coronado Unified School District, is asking for your support as a Region 17 Representative to the CSBA Delegate Assembly. Whitney was born and raised in San Diego. The daughter of a US Navy SEAL and an American Airlines flight attendant, she was raised to embody strength, service, and hard work. Whitney is a proud product of public education in the District she now represents.

Whitney has dedicated her career to protecting the Constitution and giving a voice to those who are less fortunate. Whitney spent 18 years serving as a Deputy Public Defender for the County of San Diego, dedicated to serving the veteran and immigrant communities. She graduated from UC Santa Barbara and then pursued her law and business degrees at Vanderbilt University. Now, Whitney focuses her legal practice on Education Law, specializing in all things



Student-oriented – from Special Ed to Student Services. A fierce advocate for students and the law, Whitney will share her passion and expertise in her desired role on the Delegate Assembly. Whitney will also bring her expertise in Education Law to her role on the Delegate Assembly.

Whitney brings positive energy and collaboration to everything she does. She does not get discouraged by naysayers or setbacks. Described by her legal peers as a "workhorse," she has dedicated her life to pursuing equal access to the justice system and will always be an advocate for equal access to resources and fair administration in our schools. She's also trauma informed by her work and has the experience to tackle tough issues for our most vulnerable students: those with disabilities, mental and physical illness, poverty, long histories of trauma and abuse. Given the current state of the world, with an entire generation traumatized by a global pandemic outside of their control and all the physical, mental, emotional, and financial stress this puts on them and their families, strong leadership is critical. With nearly two decades of government service, Whitney knows what it takes to find solutions, navigate complicated governmental agencies, and get things done. Whitney's experience is just what we need to keep the focus on providing the best possible education the circumstances allow and recover and rebuild our schools. The San Diego County Board of Supervisors has recognized Whitney as an "Equity SHE-ro" in the field of Education.

A lifelong community servant, Whitney has run San Diego County's Homeless Court and Stand Down programs for homeless veterans. Her focus on vulnerable community members has led to frequent volunteering at the San Diego Food Bank. Whitney has served on the board of Think Dignity, advancing hands-on advocacy and activism for people experiencing homelessness in San Diego. Whitney devotes time to the Friends of the Coronado Public Library, as a recent addition to their Board. Whitney also coached Mock Trial at Otay Ranch High School for nearly a decade, inspiring future lawyers. Whitney lives in Coronado with her husband and two children. Her kids are current and future students at Silver Strand Elementary. Her goal is to improve schools for students, parents, and teachers and ensure that all kids are safe, welcomed, and given a world class education. Whitney has an open-door policy and would love to connect with you. You can email her at whitney.antrim@coronadousd.net. Please support Whitney Antrim for CSBA Delegate Assembly!

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/9/23	
Agenda Item:	
Cooperative Strategies Fee Pr	roposal
Background (Describe purpose/	rationale of the agenda item):
Approval is requested of a fe liability study and/or transitic Voting Rights Act.	e proposal from Cooperative Strategies, LLC to prove a on process services in compliance with the California
Fiscal Impact (Cost):	
N/A	
Funding Source:	
N/A	
Recommended Action:	
☐ Informational	□ Denial
☐ Discussion	☐ Ratification
	☐ Explanation: Click here to enter text.
Originating Department/School:	Superintendent
Submitted/Recommended By:	Approved for Submission to the Governing Board:
Lisa DeRosier, Executive Assista	nt Dr. Rhonda Taylor, Superintendent



TRUSTEE AREA DEMOGRAPHY SERVICES

LAKESIDE UNION SCHOOL DISTRICT

DECEMBER 21, 2022









WHAT WE STAND FOR

Cooperative Strategies believes in a future where education—for everyone—is thriving.

We envision a world where students, teachers, and administrators are excited to go to school, feel safe in their buildings, and come home inspired as a result. And we stand side by side with school districts and their communities to make this dream a reality.

The Cooperative Strategies approach is different because it's holistic. Our team guides school districts through every turn of their educational planning journey, helping them:

Assess where they are by examining facility conditions, educational adequacy, and building capacity

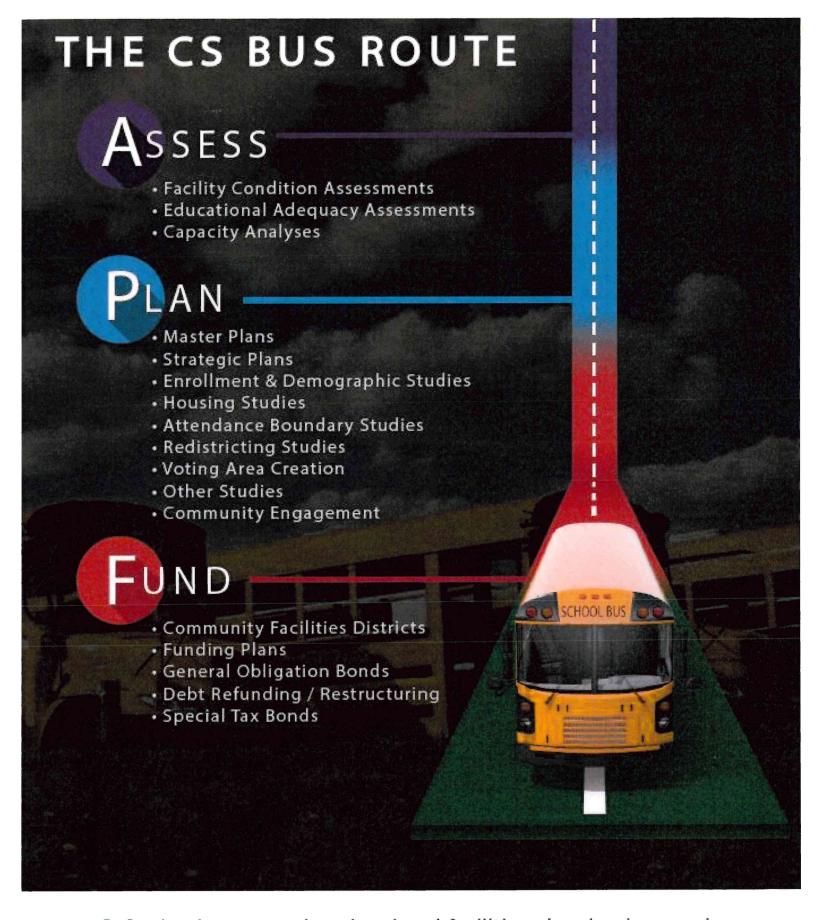
Plan where they want to go by creating master strategies and studies that align their priorities with community needs

Fund their dreams by evaluating financial opportunities and securing cost-effective financing

Build their vision by managing facility and program projects through to completion

YOUR TEAM EVERY STOP ALONG THE WAY

THE CS BUS ROUTE



Navigating your educational and facilities planning journey is no easy task, but you don't have to do it alone. From initial assessment and planning, to project funding – we'll help you create a unified strategy to stay on track. And we'll be with you every stop along the way.

LETTER OF INTEREST

Lisa DeRosier

Lakeside Union School District 12335 Woodside Avenue Lakeside, California 92040

12/21/2022

Re: Proposal to Provide CVRA Transition Services

Dear Ms. DeRosier:

Cooperative Strategies, LLC (CS) is pleased to submit the enclosed proposal to provide a liability study and/or transition process services in compliance with the California Voting Rights Act ("CVRA") to Lozano Smith on behalf of Lakeside Union School District ("LUSD" or "the District").

Throughout the past 25+ years, Cooperative Strategies has helped plan and finance school facilities for more than 2,000 school districts across the nation. Our philosophy is to provide **relationship-based** consulting services primarily to school districts. We believe it is important to thoroughly understand our clients' specific needs, and we pride ourselves on building lasting partnerships that help them achieve their long-term goals and objectives.

We are unique in that we offer a spectrum of services, from initial assessment and planning through funding and final construction. Our integrative model merges demographic information, conditional needs, educational goals, and funding ability. This gives both our staff and our clients a "Full Picture" of the District's needs. Our proposed staff will be ready and willing to work with the District throughout the dates presented by counsel.

Given our expertise in analyzing and evaluating demographic data, CS is uniquely qualified to assist the School District with demographic services in relation to compliance with the CVRA. We've provided similar services to more than 165 districts across the State of California ("State") which makes us intimately familiar with the requirements under the CVRA and the Federal Voting Rights Act ("FVRA").

Thank you for the opportunity to submit the enclosed proposal. Should you have any questions, please do not hesitate to contact me. We look forward to the prospect of working with LUSD!

Singerely,

Angela Banuelos

Senior Associate Director

949.250.8353 | abanuelos@coopstrategies.com

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ABOUT US

OUR ABILITY TO SERVE YOU

SECTION 1 – ABOUT US DECEMBER 21, 2022



WHO WE ARE

We are a tightknit team of educational facility and program planners with backgrounds in school facility management, educational program planning, 21st Century Learning principles, GIS, engineering, capital planning, and community engagement. Our team members include: former state department of education thought leaders; former school superintendents, maintenance managers, teachers, and administrators; Association for Learning Environments members; Recognized Educational Facility Planners; and MSRB Series 50 Municipal Advisor Representatives.

We firmly believe that a thriving, equitable public education system is foundational to our democracy and our country's vitality.

WHY COOPERATIVE STRATEGIES?

We are dedicated to strengthening our public school institutions at every level, every day. Cooperative Strategies is working alongside the [Re]Build America's School Infrastructure Coalition, the National Council on School Facilities, and the Center for Cities + Schools toward the passage of legislation. We facilitate regular webinars where K12 thought leaders collaborate on how to equitably and safely educate all students. We sponsor conferences led by organizations like the Coalition for Adequate School Housing and the Council of Great City Schools.

As your needs evolve, so do our offerings. From initial building and standards assessments, to facility and demographic planning, to financial advisory services, to full program management—we partner with school districts throughout their entire journeys.

For us, it's all about relationships. We know that one size does not fit all, especially when it comes to planning educational facilities. Our team works hard to understand each district's goals and objectives and to become a trusted extension of their staff. Many school districts have been clients for upwards of 20 years—our approach is about building lasting partnerships.

NATIONWIDE EXPERTISE

We guide school districts of all shapes and sizes through projects of all shapes and sizes. Our expertise across the facility and educational planning process means districts do not need to hire multiple firms from various industries.

Our team listens to administrations' hopes and communities' concerns. We partner with school boards to help build stakeholder consensus. And we work with developers and designers to execute schools' visions.



With thousands of success stories across the U.S. and beyond, we easily adapt to regional laws and regulations.

Our team members spread throughout the country—in California, Colorado, Iowa, Ohio, New York, Texas, and Virginia—enable us to offer nimble, cost-effective solutions to clients regardless of their location or time zone.

OUR ACCOMPLISHMENTS



15 Billion+ Dollars in Bonds





300+ Facilities Master Plans



200 Million Dollars in Owner's Rep.

100 Million+ Sq. Ft. of Schools Assessed

3,000+ Enrollment Projections

25+ Years of Experience



Multiple Series 50 Qualified Municipal Advisors



280+ Educational Specifications SaaS Offerings Including My Facility Informer™

4 U.S. Office Locations

SCOPE OF SERVICES

TRUSTEE AREA DEMOGRAPHY SERVICES

TRUSTEE AREA CREATION

We have assisted a number of districts throughout California with the creation and implementation of voting areas. When drawing trustee areas, we utilize the following legal considerations:

- Each area shall contain nearly equal number of inhabitants based on total population with a variance of up to 10 percent between the largest and smallest areas
- Comply with the FVRA in that members of a protected class do not have their voting rights diluted through the creation of voting areas
- Be compact and contiguous, as much as possible



- Follow man-made and natural geographic features, as much as possible
- Respect incumbency where possible
- · Consider other local criteria

Once several maps that meet the above criteria are created, we review them with LUSD staff and legal counsel to ensure legal compliance. The maps are then shared with the governing board for review and comment prior to receiving public input.



Public input can take the form of public hearings at board meetings or in town hall meetings across the District where community members can review the information and provide feedback.

After all feedback is compiled, the governing board can adjust the maps as it desires before ultimately deciding on the map that best meets the needs of the community. Our team then helps with the approval and adoption process to finalize and implement the new trustee area election method.

APPROACH

Our approach to creating trustee areas is multi-layered, beginning with data driven options refined by public input and feedback from the Board. Below we highlight some of the important aspects of our approach that make us a good candidate for this engagement:

- Objective Approach: we approach each engagement without preconceived notions of what the outcome should be. This allows us to listen to priorities, concerns and input from community members and stakeholders to develop scenarios that best serve the interests of the community.
- <u>Public Agency Focus</u>: we only work with public agencies, which frees us from some of the
 conflicts of interest that other consultants may have. We **do not** serve political candidates
 for office, political party organizations or advocacy groups, which we believe helps to
 maintain our independence and objectivity. We put public agencies' interests first in all
 of the work we do, and we take tremendous pride in that.
- <u>Education Experience</u>: we have been providing services to LEAs in California for more than 20 years. We understand the environment our clients operate in and bring unique perspective of the practical impacts of our work and recommendations. Each of our clients has unique circumstances, and we apply the lessons learned from working with more than 165 LEAs across the State on their trustee areas.

ANALYTICAL RESOURCES

Our firm has experience utilizing Geographic Information Systems ("GIS") software for the better part of two decades.

- We have more than 10 GIS professionals that are highly skilled in conducting geospatial analyses needed to provide redistricting consulting services. In addition to providing redistricting services, our GIS professionals do many other geospatial analyses to support our clients.
- · We utilize the most up to date ESRI software.
- We pair our GIS capabilities with extensive research experience where we are skilled at tracking down the most relevant GIS shapefiles and demographic datasets.
- We can also provide a web-based tool for members of the community and stakeholders to provide scenarios or revise map options, if desired.
- Quantitative analysis for LEAs is our specialty and we have the tools and staff capabilities to facilitate the redistricting process for LUSD.
- Over the last 10-plus years, we have developed proprietary models to perform the analyses needed to advise LUSD on issues related to the CVRA, and we can quickly and efficiently analyze different scenarios to meet the compressed timelines resulting from delays in the release of Census data.
- Our experience has shown us that understanding the relevant data is only part of our role. We have learned that listening to our clients' goals and priorities will help us to

support the decision-making process. As a result, we can modify and adapt our analyses to suit the specific needs of our clients.

Our quantitative capabilities combined with our extensive experience ensures that we look at the issues from all perspectives and will create an outcome that is thoughtful and in the best interests of the community.

PUBLIC OUTREACH

We pride ourselves on our ability to lead and facilitate public outreach for our clients. In addition to public outreach for trustee areas, we have led public outreach processes for LEAs across the nation related to facilities master plans, school attendance boundaries and school closures. We help to educate stakeholders about the issues and provide a forum for community input. For LUSD, our proposed process would include the following:

- <u>Public Hearings (required by statute)</u>: once conceptual trustee areas have been refined, we would present preliminary scenarios during public hearings at LUSD Board meetings and gather input received from stakeholders.
- Community Input Meetings (Optional): following public hearings on the initial scenarios, we would lead and facilitate community input meetings with the goal of educating community members, responding to questions and gathering input. We prepare an informational presentation, handouts with maps and data, and record questions/concerns/recommendations on comment forms. We synthesize this input and report back to administrators and the Board.
- <u>Trustee Area Website (Optional)</u>: based on LUSD's preference, we can either create a dedicated website for the trustee area process or coordinate the content for a page on the School District's website. This would include posting relevant background information on the process, agendas and Board presentations, information from community input meetings, and an online mapping tool, if desired (see below).
- Online Mapping Tool (optional): we can also provide an online tool for members of the community and stakeholders to provide scenarios or revise map options, if desired. This supplements the community input process and allows the public to provide tangible recommendations.
- <u>Final Board Recommendations</u>: the goal of the public outreach process is to provide transparency for the process, engage the community in a dialogue about relevant issues and refine final recommendations to the Board. We can best support the Board's decision-making process by facilitating communication with stakeholders and adjusting our recommendations accordingly.

STATEMENT OF WORK

ACTIVITY I. GOALS AND PRIORITIES AND DATA ANALYSIS

Task 1 Identify Goals and Priorities

This task involves determining the goals the District has for the redistricting process. This determination will be based on Education Code and Elections Code, including the California Voting Rights Act and Federal Voting Rights Act. Goals and priorities may or may not take into account:

- Balanced Population (One Person, One Vote)
- · Civic Boundaries
- Community Identity

Task 2 Identify Key Issues and Considerations

This task involves identifying the key issues and considerations involved in creating Trustee Areas. These may include legal issues, compliance with federal and State regulations, Committee on School District Organization and State Board of Education requirements, and constituent/community concerns, as well as others.

Task 3 Discuss Requirements with Legal Counsel

This task involves discussing the list of items identified in Tasks 1 and 2 with staff of the District and the Client to ensure compliance with all applicable legal, statutory, and organizational requirements.

Task 4 Prepare Census Data Analysis for Trustee Areas

This task involves analyzing 2020 Census data to obtain information on population within the District as well as to use in creating conceptual Trustee Areas.

Task 5 Evaluate Population of Community

This task involves evaluating the demographics of the District based on data from the United States Census.

Task 6 Attend and Present at Public Hearings

This task involves Cooperative Strategies attending and presenting at the two (2) pre-map public hearings at meetings of the Governing Board of the School District to gather input from the community and Governing Board.

ACTIVITY II. PREPARE AND PRESENT SCENARIOS

Task 7 Create Conceptual Trustee Areas

This task involves using Census data and GIS data gathered in Task 4 and input received in Task 6 to prepare three (3) conceptual Trustee Area scenarios. This task will involve preparing alternative Trustee Area boundary proposals for consideration, including maps and demographic data for comparative purposes.

Task 8 Present Recommendations to Staff

This task involves presenting conceptual Trustee Areas to District staff for their review and consideration. CS will prepare deliverables and a presentation with the goal of refining the recommendations that will be delivered to the Board.

Task 9 Present to Governing Board

This task involves three (3) meetings to present the scenarios from Task 8 to the Board for comment and review. These meetings include the public hearings required prior to approval by the Governing Board.

Task 10 Assist in Public Outreach

At the District's request, this task involves assisting in a public outreach effort to present conceptual scenarios to the public and solicit feedback from constituents on the scenarios through participation in community input meetings. Cooperative Strategies will provide materials for meetings and assist in coordinating a transparent process to gather and respond to feedback.

Task 11 Revise Scenarios

This task involves revising the conceptual scenarios based on feedback from the public and the Board.

Task 12 Present Revised Scenarios to Governing Board

This task involves presenting the revised scenarios to the Board for consideration and approval of new Trustee Areas.

Task 13 Assist in Approval and Implementation Process

This task involves assisting in obtaining approval of Trustee Areas from the County Committee on School District Organization. CS will provide these organizations with supporting data/information and answer questions on behalf of the District. CS also will assist with approval of an election waiver from the State Board of Education and ensure proper documentation is provided to State and County offices to implement the change in Trustee Areas.

Optional Community Input Meetings

At the District's request and for an additional fee outlined in Exhibit B, this task involves the facilitation of community input meetings with the goal of educating constituents, responding to questions and gathering input from constituents. CS will provide an informational presentation, handouts with maps and data, and record questions/concerns/recommendations on comment forms. CS will present findings at

.

KEY PERSONNEL

YOUR TEAM OF INDUSTRY EXPERTS



ANGELA BANUELOS SENIOR ASSOCIATE DIRECTOR

Angela Banuelos has been assisting LEAs with a variety of services since joining Cooperative Strategies in 2016. Angela is currently a member of our

Planning Department, where she completes California Voting Rights Act ("CVRA") analyses, redistricting, and assists school districts and other public agencies with the transition from at-large election systems to by-area election systems.

Angela also oversees the firm's $DisclosureCompliance^{TM}$ platform. In that capacity, Angela is responsible for monitoring school districts' and cities' continuing disclosure obligations related to SEC Rule 15c2-12 and annual continuing disclosure reports for outstanding issuances.

Education

B.A., Political Science, California State University, Fullerton

Areas of Expertise

- Disclosure Compliance Services
- Geographic Information Systems
- Trustee/Voting Areas
- Redistricting
- Facility Condition Assessment
- · Education Adequacy Assessment
- Enrollment Projections
- Facility Master Plans

Notable Accomplishments

Project Management Institute (PMI) Member

Sample Experience

Anaheim Elementary School District. Ca Trustee/Voting Areas

Anaheim Union High School District, CA Trustee/Voting Areas

Bear Valley Unified School District, CA Trustee/Voting Areas

Brea-Olinda Unified School District, CA
Trustee/Voting Areas, Redistricting

City of Beverly Hills, CA

Disclosure Compliance Services

Colorado Springs School District, CO

Education Adequacy Assessment

Corona-Norco Unified School District, CA
Disclosure Compliance Services

Duarte Unified School District, CA

Trustee/Voting Area

Escondido Union School District, CADisclosure Compliance Services, Redistricting

Escondido Union High School District, CA

Disclosure Compliance Services

Fillmore Unified School District

Trustee/Voting Areas

Fullerton School District, CA

Disclosure Compliance Services, Trustee/Voting Areas, Redistricting

Galt Joint Union High SD, CA

Trustee/Voting Areas

Garvey School District, CA

Trustee/Voting Areas

Hesperia Unified School District, CA *Mitigation Negotiation Services, Disclosure*

Compliance Services

Hitchcock Independent School District, TX

Facility Condition Assessment

Jefferson School District, CA

Disclosure Compliance Services

Lake Elsinore Unified School District, CA

Disclosure Compliance Services

Long Beach Community College District, CA

Disclosure Compliance Services

Menifee Union School District, CA

Disclosure Compliance Services

Newport Mesa Unified School District Trustee/Voting Areas

Ontario-Montclair School District, CA

Trustee/Voting Areas

Rowland Unified School District, CA

Trustee/Voting Areas

San Marcos Unified School District, CA

Disclosure Compliance Services

Santa Ana Unified School District

Trustee/Voting Areas

Santa Clarita Community College District

Trustee/Voting Areas

Savanna School District, CA

Trustee/Voting Areas

South Whittier School District, CA

Trustee/Voting Areas

Sunnyvale School District, CA

Trustee/Voting Areas

Woodland Joint Unified School District, CA

Disclosure Compliance Services



CYNTHIA CASAREZ ASSOCIATE

Cynthia Casarez has provided a variety of services since joining Cooperative Strategies in 2018. Cynthia is currently a member of our Planning Department, where she completes various

demographic analyses and cartographic services.

Cynthia also specializes in a variety of Geographic Information Systems (GIS) tasks which include data analysis. She also assists with report generating and enrollment projections.

Education

B.S., Geography with Emphasis in GIS,

California State Polytechnic University, Pomona

M.S., Geographic Information Science,

California State University, Long Beach

Areas of Expertise

- Data extraction
- Developer Fee Justification Studies
- Enrollment Projections
- Geographic Information Systems
- GIS data compilation and analysis
- School Facilities Needs Analysis
- Trustee/Voting Areas

Sample Experience

Anaheim Elementary School District. CA
Developer Fee Studies, Trustee/Voting Areas

Bear Valley Unified School District, CA *Trustee/Voting Areas*

Brea-Olinda Unified School District, CA
Trustee/Voting Areas

Community Consolidated School District 21, IL Enrollment Projections, Subdivision Yield Analysis

Corona-Norco Unified School District, CA Cartographic work for CFDs

Fillmore Unified School District Trustee/Voting Areas

Garvey School District, CA Trustee/Voting Areas

Heath School District, OH *Enrollment Projections, Student Potential Analysis*

Indian Hill Exempted Village School District, OH Enrollment Projections

Myrtle Point School District, OR Enrollment Projections

Natomas Unified School District, CA School Facilities Needs Analysis

Ontario-Montclair School District, CA
Developer Fee Studies

Rowland Unified School District, CA Trustee/Voting Areas

San Marcos Unified School District, CA Cartographic work for CFDs

PAST PROJECTS

PROVEN SUCCESS STORIES

District Name	Location	Service Type	
School District			
Aromas-San Juan	San Benito County	Trustee Area Creation Services	
Unified School District	San Benito County	Trustee Area Creation Services	
Atascadero Unified	San Luis Obiena	Trustee Area Creation Services	
School District	San Luis Obispo	Trustee Area Creation Services	
Azusa Unified	Las Angeles County	Trustee Area Creation Services	
School District	Los Angeles County	Trustee Area Creation Services	
Banning Unified	Diverside County	Twister Area Creation Services	
School District	Riverside County	Trustee Area Creation Services	
Bear Valley Unified	San Bernardino County Trustee Area Creation Service	Trustee Area Creation Services	
School District		Trustee Area Creation Services	
Beaumont Unified	B: :1 6 .	Trustee Area Creation Services	
School District	Riverside County	Trustee Area Creation Services	
Benicia Unified School District	Solano County	Trustee Area Creation Services	
Bonita Unified	Los Angeles County	Trustee Area Creation Services	
School District	Los Angeles County	Trustee Area Creation Services	
Bonsall Unified	San Diago County	Tuesta Aura Curatian Camina	
School District	San Diego County	Trustee Area Creation Services	
Briggs Unified	Vantura Country	Trustee Area Creation Services	
School District	Ventura County	Trustee Area Creation Services	
Charter Oak		Two tan Area Creeties Comission	
Unified School District	Los Angeles County	Trustee Area Creation Services	
Copper Mountain Community	San Bernardino	Trustee Area Creation Services	
College District	County	Tradice Area creation dervices	
City of Garden Grove	Orange County	CVRA Analysis & Trustee Area Creation Services	

District Name	Location	Service Type
Conejo Valley Unified School District	Ventura County	Trustee Area Creation Services
Corona-Norco Unified School District	Riverside County	Trustee Area Creation Services
Davis Joint Unified School District	Yolo County	Trustee Area Creation Services
Desert Sands Unified School District	Riverside County	Trustee Area Creation Services
Diablo Water District	Contra Costa County	Trustee Area Creation Services
Dos Palos Oro Loma Joint Unified School District	Merced & Fresno County	Trustee Area Creation Services
Dublin Unified School District	Alameda County	Trustee Area Creation Services
Duarte Unified School District	Los Angeles County	Trustee Area Creation Services
East Orange County Water District	Orange County	Trustee Area Creation Services
Etiwanda School District	San Bernardino County	Trustee Area Creation Services
Fallbrook Union High School District	San Diego County	Trustee Area Creation Services
Fillmore School District	Ventura County	Trustee Area Creation Services
Fontana Unified School District	San Bernardino County	Trustee Area Creation Services
Fullerton School District	Orange County	Trustee Area Creation Services

District Name	Location	Service Type
Galt Joint Union High School District	Sacramento County	Trustee Area Creation Services
Garden Grove Unified School District	Orange County	Trustee Area Creation Services
Garvey Unified School District	Los Angeles County	Trustee Area Creation Services
Goleta Union School District	Santa Barbara County	Trustee Area Creation Services
Hacienda La Puente Unified School District	Los Angeles County	Trustee Area Creation Services
Hemet Unified School District	Riverside County	Trustee Area Creation Services
Hesperia Unified School District	San Bernardino County	Trustee Area Creation Services
Hueneme Elementary School District	Ventura County	Trustee Area Creation Services
Imperial Valley Community College District	Imperial County	Trustee Area Creation Services
La Mesa-Spring Valley School District	San Diego County	Trustee Area Creation Services
Lincoln Unified School District	San Joaquin County	Trustee Area Creation Services
Mesa Union School District	Ventura County	Trustee Area Creation Services
Moorpark Unified School District	Ventura County	Trustee Area Creation Services
Moreno Valley Unified School District	Riverside County	Trustee Area Creation Services

District Name	Location	Service Type
Mountain View School District	San Bernardino County	Trustee Area Creation Services
Mt. Diablo Unified School District	Contra Costa County	Trustee Area Creation Services
Mupu Elementary School District	Ventura County	Trustee Area Creation Services
Natomas Unified School District	Sacramento County	Trustee Area Creation Services
North Orange County Community College District	Orange County	Trustee Area Creation Services
Novato Unified School District	Marin County	Trustee Area Creation Services
Oakley Union Elementary School District	Contra Costa County	Trustee Area Creation Services
Ocean View School District	Ventura County	Trustee Area Creation Services
Ojai Unified School District	Ventura County	Trustee Area Creation Services
Ontario-Montclair School District	San Bernardino County	Trustee Area Creation Services
Orcutt Unified School District	Santa Barbara County	Trustee Area Creation Services
Oroville Union High School District	Butte County	Trustee Area Creation Services
Oxnard School District	Ventura County	CVRA Analysis & Trustee Area Creation Services
Oxnard Union High School District	Ventura County	Trustee Area Creation Services

District Name	Location	Service Type
Palm Springs Unified School District	Riverside County	Trustee Area Creation Services
Paso Robles Union High School District	San Luis Obispo County	Trustee Area Creation Services
Perris Elementary School District	Riverside County	Trustee Area Creation Services
Petaluma City Schools	Sonoma County	Trustee Area Creation Services
Placer County Board of Education	Placer County	Trustee Area Creation Services
Pleasant Valley Unified School District	Ventura County	Trustee Area Creation Services
Port San Luis Harbor District	San Luis Obispo County	Trustee Area Creation Services
Redlands Unified School District	San Bernardino County	Trustee Area Creation Services
Rialto Unified School District	San Bernardino , County	Trustee Area Creation Services
Rim of the World Unified School District	San Bernardino County	Trustee Area Creation Services
Rio School District	Ventura County	Trustee Area Creation Services
Riverside Community College District	Riverside County	Trustee Area Creation Services
Romoland School District	Riverside County	Trustee Area Creation Services
Rowland Unified School District	Los Angeles County	Trustee Area Creation Services
San Juan Unified School District	Sacramento County	Trustee Area Creation Services

District Name	Location	Service Type
San Mateo County Community College District	San Mateo County	Trustee Area Creation Services
San Miguel Unified School District	San Luis Obispo County	Trustee Area Creation Services
San Simeon Community Service District	San Luis Obispo County	Trustee Area Creation Services
Santa Ana Unified School District	Orange County	Trustee Area Creation Services
Santa Barbara Unified School District	Ventura County	Trustee Area Creation Services
Santa Clara Elementary School District	Ventura County	Trustee Area Creation Services
Santa Clara Unified School District	Santa Clara	Trustee Area Creation Services
Santa Maria-Bonita School District	Santa Barbara County	Trustee Area Creation Services
Santa Paula Unified School District	Ventura County	Trustee Area Creation Services
Santa Rosa City Schools	Sonoma County	Trustee Area Creation Services
Santa Ynez Union High School District	Santa Barbara County	Trustee Area Creation Services
Savanna School District	Orange County	Trustee Area Creation Services
Silver Valley Unified School District	San Bernardino County	Trustee Area Creation Services
Somis Union School District	Ventura County	Trustee Area Creation Services
Soquel Union Elementary School District	Santa Cruz County	Trustee Area Creation Services

District Name	Location	Service Type
Snowline Joint Unified School District	San Bernardino County	Trustee Area Creation Services
South Whittier School District	Los Angeles County	Trustee Area Creation Services
Sunnyvale Elementary School District	Santa Clara County	Trustee Area Creation Services
Temecula Valley Unified School District	Riverside County	Trustee Area Creation Services
Val Verde Unified School District	Riverside County	Trustee Area Creation Services
Vallecitos Elementary School District	San Diego County	Trustee Area Creation Services
Vallejo City Unified School District	Solano County	Trustee Area Creation Services
Victor Elementary School District	San Bernardino County	Trustee Area Creation Services
Victor Valley Union High School District	San Bernardino County	Trustee Area Creation Services
West Sonoma County Union High School District	Sonoma County	Trustee Area Creation Services
William S. Hart Union High School District	Los Angeles County	Trustee Area Creation Services
Wilsona School District	Los Angeles County	Trustee Area Creation Services

REFERENCES

TRANSPARENCY IS TRUST

SECTION 5 – REFERENCES DECEMBER 21, 2022

The best proof of our ability to deliver comes via the testimony of current and past clients. Below we provide contact information for our partners at K-12 school districts who can speak to our expertise, dedication, and commitment.

CLIENT	CONTACT INFORMATION
	Anita Chu
	Superintendent
Garvey School District	626.307.1964
	achu@gesd.us
	Dr. Karling Aguilera-Fort
	Superintendent
Oxnard School District	805-385-1501
	kaguilera fort@oxnardsd.org
	Christine Schieferle
	Superintendent
Filmore Unified School District	805.524.6038
	christine.schieferle@fillmoreusd.org
	Dr. Tom McCoy
	Superintendent
Oxnard Union High School District	805.385.2527
	thomas.mccoy@oxnardunion.org
	Julie Mitchell
	Superintendent
Rowland Unified School District	626.854.8304
	jmitchell@rowlandschools.org

FEE PROPOSAL

CVRA TRANSITION PROCESS

The proposed fee for Cooperative Strategies, LLC to perform the services as described in Section 2 of this Proposal is outlined below. This fee includes attendance at up to six (6) meetings at the School District. Such meetings include public hearings, Board meetings, and the meeting of the County Committee on School District Organization, as well as scenario creation and mapping services. This fee shall be payable in monthly installments based on the percentage of work completed.

SERVICE DESCRIPTION	PROPOSED FEE
	\$20,000
Trustee Area Creation	(Plus Expenses)

Fees above are based on Agreement being entered into prior to January 31, 2023.

Should the District request additional scenarios beyond those identified in Section 2, the fee shall be \$375 per additional scenario.

Should the District request attendance at additional meetings beyond those identified in Exhibit A, such as community input meetings the fee shall be \$950 (plus reimbursable expenses) per additional meeting.

STANDARD HOURLY RATES

Should LUSD request meetings or additional services outside the scope outlined in this proposal—such as our attendance at Community Input meetings—the fee for such services, including meeting preparation and travel time, will be billed at the standard hourly rates below, plus reimbursable expenses.

POSITION	RATE
CEO	\$300/hour
Executive Director / Partner	\$275/hour
Senior Director	\$225/hour
Senior Associate Director	\$200/hour
Associate Director	\$175/hour
Senior Associate	\$150/hour
Associate	\$120/hour

REIMBURSABLE EXPENSES

In addition to professional fees, LUSD is responsible for expenses including travel (mileage, lodging, parking, etc.), meals, all printing, postage, overnight delivery service, and other direct expenses associated with the project. Reimbursable expenses will be invoiced monthly with professional fees.

LAKESIDE UNION SCHOOL DISTRICT

Board Submission Form for Go	overning Board Meeting Date: 2/9/23
Agenda Item:	
Resolution #2023-13	
Background (Describe purpose	e/rationale of the agenda item):
A resolution designating the Week in the Lakeside Union	week of February 27-March 3, 2023 as "Love of Reading" School District and urging members of the community to favorite stories to district students.
Fiscal Impact (Cost):	and displaying.
None	
Funding Source:	
N/A	
Addresses Emphasis Goal(s):	
☐ #1: Academic Achievement	☐ #2: Social Emotional ☐ #3: Physical Environments
Recommended Action:	a 21 Myolean Environments
□ Informational□ Discussion□ Approval☒ Adoption	□ Denial □ Ratification □ Explanation: Click here to enter text.
Originating Department/School:	
Submitted/Recommended By:	Approved for Submission to the Governing Board:
isa DeRosier, Executive Assistan	Dr. Rhonda Taylor, Superintendent

Administration:

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



Board of Trustees:

JIM BENNETT **AUTUMN ELLENSON** ANDREW HAYES LARA HOEFER MOIR **RON KASPER**

RESOLUTION NO. 2023-13

THE HEATHER O'ROURKE MEMORIAL LOVE OF READING WEEK AND COMMUNITY READ-IN

- WHEREAS, the week of February 27-March 3, 2023, has been designated as "Love of Reading Week"; and;
- WHEREAS, the Lakeside Union School District strives to motivate young people to develop a life-long habit of reading; and;
- WHEREAS, Heather O'Rourke was an active member of the Tierra del Sol Middle School Literary Club until her untimely death;
- NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lakeside Union School

District declares Friday, March 3, 2023 as the Heather O'Rourke-Lakeside Union School District Community Read-In, and urges members of the community to participate by reading their favorite stories to district students.
PASSED AND ADOPTED this 9 th day of February 2023, by the Lakeside Union School District Board of Trustees, San Diego County, by the following vote:
AYES:
NOES:
ABSENT:
I, <u>Jim Bennett</u> , Clerk of the Governing Board of the Lakeside Union School District, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board at a regular meeting thereof, held at its regular place of meeting, at the time and by the vote stated, which resolution is on file in the office of the said Board.
Jim Bennett, Clerk

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2	2/9/23
Agenda Item:	
Personnel Assignment Order 2	023-08
Background (Describe purpose/r	rationale of the agenda item):
The Personnel Assignment C positions.	Order reflects new hires, retirements and changes in
Fiscal Impact (Cost):	
Varies	
Funding Source:	
General Fund	
Addresses Emphasis Goal(s):	
☐ #1: Academic Achievement	☐ #2: Social Emotional ☐ #3: Physical Environments
Recommended Action:	
☐ Informational	□ Denial
☐ Discussion	□ Ratification
□ Approval☑ Adoption	□ Explanation: Click here to enter text.
Originating Department/School:	Human Resources
Submitted/Recommended By:	Approved for Submission to the Governing Board:
CIStrata	Rhanda Jaylo
Christine Sinatra HR Eyec Direct	or Dr. Rhonda Taylor, Sunédintendent

LAKESIDE UNION SCHOOL DISTRICT BOARD OF TRUSTEES MEETING, February 9, 2023 Personnel Assignment Order – 2023-08

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 Hire:

Employee	Assignment/Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
Cuzick, Meegan	SDC Teacher/LC	A/1		\$55,398.00	1/23/2023

B. Return from LOA::

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

C. Change of Status/Location:

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

D. Waiver:

Employee	Assignment/Location	Reason	Recommendation	Effective Date

E. Released:

Employee	Assignment/Location	Class/Step	Reason	Effective Date

F. Retirement:

Employee	Assignment/Location	Class/Step	Effective Date

G. Resignations:

Employee	Location	Position	Reason	Effective Date
Paper, Jana	Lemon Crest	Teacher	Resignation	1/20/2023

Classified Staff

H. New Hire:

Employee	Location	Position/Class/Step	Previous Monthly Salary	New Monthly Salary	Effective Date
Bouchet Viale, Celine	Lindo park	IA-I-SPED/10/1	N/A	\$771.14	1/9/2023
Castanos, Megan	Riverview	Child Dev Assistant/8/1	N/A	\$1,336.43	2/1/2023
Gorby, Heather	LEAPP	IA-II-SPED/12/1	N/A	\$808.62	2/1/2023
Helms, Alison	Lakeview	Campus Student Supervisor/8/1	N/A	\$1,256.82	2/1/2023
Neal, Ornanong	LMS	Child Nutrition Assistant/8/1	N/A	\$636.25	2/1/2023
Smith, Khilil	Lemon Crest	IA-III-SPED/14/1	N/A	\$1,954.76	1/9/2023

I. Rehires:

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

J. Change of Status:

Si Change of Stateon					
Employee	Location	Position/Class/Step	Previous	New Monthly	Effective
			Monthly Salary	Salary	Date
Silva, Carissa	Central Kitchen	CNA II/11/5	\$1,263.01	\$2,086.42	1/11/2023
Whitmore, Ashley	Ess	Site Lead-ESS/19/2	\$1,273.74	\$3,507.33	2/1/2023

K. Management Position:

Employee	Location	Position/Range/Step	Effective Date

L. Resignations:

Employee	Location	Position	Reason	Effective Date		
Geisel, Lanae	Riverview	CDA	N/A	3/1/2023		
Phipps, Richard	District Office	Custodian - Day	Retire	3/1/2023		
Romero, Katie	TDS	CSS	Resignation	1/13/2023		

M. Change in location :

Employee Name	Location	Position	Effective Date

N. Return from FMLA

Employee	Title	Start Date

RECOMMENDATION:

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

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 9, 2023										
Agenda Item:										
Intern Credential Program Agreeme	ent (MOU) with San Diego County Office of Education.									
Background (Describe purpose/ra	ationale of the agenda item):									
0 1	with CTC approved Program Sponsor and Lakeside Union School idual on the basis of an Intern Credential.									
Fiscal Impact (Cost):										
N/A										
Funding Source:										
N/A										
Addresses Emphasis Goal(s):										
☐ #1: Academic Achievement	☐ #2: Social Emotional ☐ #3: Physical Environments									
Recommended Action:										
□ Informational	☐ Denial/Rejection									
□ Discussion	□ Ratification									
X Approval	☐ Explanation:									
□ Adoption										
Originating Department/School:	Human Resources									
Submitted/Recommended By:	Approved for Submission to the Governing Board:									
Christine Sinatra, Director, HR	Dr. Rhonda Taylor, Superintendent									

SDCOE	Agreement	C-	

Services Agreement

This	Agreement,	for the	provision	of s	services	is	entered	into	this	[1st]	day	of	[Januar	у, 2023],	by a	and
	een the SAN			SUF	PERINTE	ND	ENT OF	SCHO	OOLS	(here	einaf	ter	referre	d to as "S	DCO	E")
and	Lakeside Uni	ion Schoo	District] (h	erei	inafter	referred	to	as
"Con	tractor") wh	o agrees	to provid	e th	e follow	ine	services	to t	ne SD	COE:						

1. Scope of Services.

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

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

2.Term of Agreement.

This Agreement shall be effective from the period commencing [January 1, 2023], and ending [December 31, 2026], unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.

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

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

4. Compensation and Reimbursement.

There is no exchange of compensation between the parties under this agreement.

5. Confidential Relationship.

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

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

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

6. Public Records Act.

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

7. Ownership of Documents.

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

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

8. Fund Availability

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

9. Data Privacy and Protection

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

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

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

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

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

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

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

10. No Assignments.

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

11. Audit.

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

12. Independent Contractor.

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

13. Licenses, Permits, Etc.

Contractor represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times during

the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

14. Contractor's Insurance.

The Contractor shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability

Bodily Injury and \$1,000,000 Comprehensive form - Property Damage Amount

Products/Completed

Operations

Auto Liability

Bodily Injury and \$100,000/\$300,000

Comprehensive form - Property Damage Amount

Owned, Non-owned Hired Combined

The Contractor shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS as an additional insured.

15. Workers' Compensation.

The Contractor shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Contractor shall sign and file on company letterhead stationery with the SDCOE the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

16. Tuberculosis Clearance.

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

17. Pupil Safety/School Safety Act.

Contractor shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that Contractor is expected to have with SDCOE'S pupils.

The SDCOE has determined that greater than limited contact (including electronic contact) with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of

the Contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.
The SDCOE has determined that limited contact with pupils may occur under the terms of this Agreement. In lieu of fingerprinting, a SDCOE employee will provide supervision at all times when the Contractor has contact with pupils.
X_{-} The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.
The above determination is made by <u>Conni Campbell Coordinator; Human Resource Services</u>
Signature Date
(SDCOE Program Manager/Director)
18. Indemnification. To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
19. Tobacco-Free Facility. The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.
20. Notices. All notices, legal or otherwise, shall be provided as follows:
SDCOE:
6401 Linda Vista Rd
San Diego, CA 92111
With copy to: Chief Business Officer and SDCOE Legal Services 6401 Linda Vista Rd

San Diego, CA 92111

Contractor:

12335 Woodside Ave.

Lakeside , CA 92040

619 - 390 - 2600

21. Amendment.

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

22. Governing Law/Venue.

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

23. Mediation.

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

24. Compliance with Law.

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

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

25. Debarment, Suspension or Ineligibility Clause.

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

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false

statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.

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

27. Employment with Public Agency and Retirees.

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

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

28. Conflict of Interests.

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

29. Counterparts.

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

30. Severability.

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

31. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof.

This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

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

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	Lakeside Union School District
By (Authorized Signature) Michael Simonson Name (Type or Print)	By (Authorized Signature) Christine Sinatra Name (Type or Print)
<u>Deputy Superintendent, Chief Business Officer</u> Title	Director of Human Resources
Date	12/01/2022 Date

EXHIBIT A SPECIAL PROVISIONS

INTERN CREDENTIAL PROGRAM AGREEMENT

The special provisions of this agreement by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "Program Sponsor") and the Contractor, [Lakeside Union School District _____] (hereinafter referred to as "Employing Agency") includes the following special provisions with regards to the Teacher Effectiveness and Preparation DHH Intern Credential Program.

RECITALS

WHEREAS, teacher intern programs are a partnership between the California Commission on Teacher Credentialing (CTC), approved Program Sponsor and the California Employing Agency that elects to employ an individual on the basis of an intern credential;

WHEREAS, SDCOE is a CTC-approved Program Sponsor and District is an Employing Agency that elects to employ individuals on the basis of an intern credential;

WHEREAS, Employing Agency acknowledges that there is a shortage of teachers and that current certificated employees will not be displaced when hiring interns, and interns meet the *Every Student Succeeds Act* (ESSA) regulations and definitions, and the interns will be placed in a classroom to teach a subject area compliant with their district intern credentials;

WHEREAS all parties are aware that intern credentials are limited to an EL authorization that satisfies requirements for Specially Designed Academic Instruction Delivered in English (SDAIE) and do not satisfy requirements to teach ELD in a departmentalized setting;

WHEREAS, the supervision and support of interns is the responsibility of both the Program Sponsor and the Employing Agency;

WHEREAS, SDCOE and Employing Agency agree to partner together to provide the Teacher Effectiveness and Preparation (TEP) Intern Program for eligible teachers working in the Employing Agency;

WHEREAS Intern programs are the result of a partnership between the institution who prepare teachers (SDCOE) and the employer. Pursuant to Section 80033 of Title 5 of the California Code of Regulations (C.C.R.), every approved intern program must have a signed agreement between the Employing Agency and the SDCOE detailing the support and supervision that will be provided to interns. CTC states that the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The combination of employer-provided support and mentoring, and program supervision provided to the intern, should be a minimum of 3-4 hours per week. (CTC, PSC 3C-22)

ACCORDINGLY, IT IS HEREBY AGREED between the parties hereto as follows:

- e. The Employing Agency will ensure there is protected time for the mentor and additional personnel to work with the intern within the school day and school week.
- f. The onsite mentor will receive a minimum of 10 hours of training per CTC requirement from the Program Sponsor, part of which may be provided by the Employing Agency with evidence provided to the Program Sponsor.
- 4. As defined in Education Code Sections 56031, 56360, and 56361, for Education Specialist candidates' experiences will reflect the continuum of special education services provided from 0-22 to meet the diverse needs of students with a broad range of service delivery options, to include general education settings. Opportunities for experiences in additional classrooms will be provided at candidates' school site or district/agency.
- 5. The Employing Agency will advise site administrators regarding inappropriate assignment of interns to extremely challenging / complex teaching assignments
- 6. The Employing Agency will advise site administrators that TEP intern candidates require a timely departure from school campus on the days that they are attending TEP classes.
- 7. The Employing Agency will minimize extra duty assignments for TEP intern candidates.
- 8. The Employing Agency will provide internet access to visiting TEP program personnel.
- 9. The Employing Agency will support and assist the interns who must meet the video-recording requirement for CalTPA Cycle 1 and Cycle 2, and required fieldwork assignments, including permission slips.
- 10. If appropriate, the Employing Agency will assist the SDCOE TEP District Intern Program Accounts Manager to establish monthly payroll deduction for the intern or encourage hired interns to make other payment arrangements to make sure their program tuition stays current.
- 11. The Employing Agency will provide evaluation data as requested by the CTC and the SDCOE TEP District Intern Program, including survey completion, demographic and/or retention information.
- 12. The Employing Agency will release SDCOE TEP District Program intern teachers to participate in 2 half-days per year of professional development observations as part of in-kind match to fulfill program standards related to experiencing diverse settings and a variety of service delivery models.
- 13. The Employing Agency will apply all TEP units earned for the advancement of the candidate on the district salary when the preliminary credential is granted as per ED CODE 44327.
- 14. If necessary, if the intern's site is located outside the local area of SDCOE (e.g. more than 45 minutes away), the Employing Agency may be asked to assist in identifying a Field Supervisor for the intern.

b. PROGRAM SPONSOR

- 1. The Program Sponsor will provide administration, management, and coordination of the TEP DHH Intern Program as approved by CTC.
- 2. The Program Sponsor shall provide training to administrators to acquaint them with TEP District Intern Program goals, requirements for participants, and administrator responsibilities.
- 3. The Program Sponsor shall identify a Field Supervisor and allocate additional personnel if needed to provide on-site support for the intern.
 - a. The Field Supervisor and additional personnel working with the intern shall possess a Clear or Life Credential in the same area as the intern, have a minimum of three years of successful teaching experience, and have an English Language Authorization.
 - b. The Program Sponsor shall provide appropriate orientation and training for the Field Supervisor and additional personnel, including, but not limited to, characteristics of coaching, time and frequency of visitations, Teaching Performance Expectations (rev. 2018), both universal and credential specific, and process for documenting observations and evaluation of the intern.
 - c. The Program Sponsor will ensure that the intern receives a minimum of 40-50 hours of support from the Field Supervisor (a minimum of 16 visits each year), and at least 8 formal observations each year using program-approved forms documenting intern candidate's teaching practice, reflective conversation and next steps. Support may include, but is not limited to, reflecting on the candidate's planning of curriculum and assessments, coaching within the classroom, analyzing instruction with reference to the Teaching Performance Expectations, and problem-solving regarding student issues. The intern and Field Supervisor will be responsible for documenting hours received from the Program Sponsor, e.g., administrators, instructors, and additional personnel.
 - d. For those interns who do not already have English Language Authorization from a California credential or passing score on the CTEL exam, the Program Sponsor will ensure that the intern receives an additional 20 hours of in-classroom coaching specific to the needs of English Learners from the Field Supervisor and additional personnel.
- 4. The Program Sponsor will maintain records of the TEP interns and provide advisement and feedback to the participants as to their progress.
- 5. Onsite mentors will receive a minimum of 10 hours of training from the Program Sponsor (and possibly the Employing Agency) per CTC requirement.
- 6. The Program Sponsor will be responsible for establishing effective and on-going communication with Employing Agency and TEP District Intern personnel (e.g. Field Supervisor, Advisors, Intern Coordinator) as appropriate to ensure a successful teaching experience for the intern.
- 7. The Program Sponsor will ensure that the district human resources director and site administrator are informed about the requirement of staying in good academic and financial standing with the program in order to continue with employment.
- 8. The Program Sponsor will be responsible for providing the intern with procedures to document and monitor the CTC required hours of mentoring and support from the employer and the District Intern program.

- 9. The Program Sponsor will provide all CTC-required coursework for the preliminary credential.
- 10. The Program Sponsor will coordinate Leadership Advisory meetings to provide an ongoing system of program development and evaluation that leads to substantive program improvements in teacher development associated with the CTC requirements.
- 11. The County Superintendent will submit the District Intern credential application and provide assistance and support with credentialing issues.

3. COST OF SERVICES:

a. The cost per year for the program is five thousand, five hundred Dollars (\$5,500.00), paid by the intern candidate. Cost of the program is subject to change annually, and dependent on the specific credential earned.

4. DURATION OF INTERNSHIP:

a. Once a student has been accepted as an Intern by SDCOE, and if the student remains in good standing in the Program at SDCOE and within the Employing Agency's policies and performance standards, the Intern is expected to finish his/her internship at Employing Agency. However, an Intern who performs below acceptable Employing Agency or SDCOE standards, after appropriate support and advice efforts have been performed, may be removed from the paid internship position by the Employing Agency and/or removed from his/her Program by SDCOE. All services provided by SDCOE and Employing Agency pursuant to this Agreement shall terminate upon an Intern's removal from the Employing Agency or termination of participation in the Program.

0. INTERN AGREEMENT:

a. All Interns will be required to review and complete an Intern Program Agreement, enumerating program policies, tuition schedule and other applicable fees.

EXHIBIT B COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education ("SDCOE") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of This Exhibit B shall prevail.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: F	February 9, 2023
Agenda Item:	
Student Teacher Agreement (MOU)	with San Diego State University
Background (Describe purpose/re	ationale of the agenda item):
To provide students of San Diego S LUSD.	State University a teaching experience through clinical practice at
Fiscal Impact (Cost):	
N/A	
Funding Source:	
N/A	
Addresses Emphasis Goal(s):	
☐ #1: Academic Achievement	☐ #2: Social Emotional ☐ #3: Physical Environments
Recommended Action:	
☐ Informational	☐ Denial/Rejection
☐ Discussion	□ Ratification
X Approval	☐ Explanation:
□ Adoption	
Originating Department/School:	Human Resources
Submitted/Recommended By:	Approved for Submission to the Governing Board:
Christine Sinatra, Director, HR	Dr. Rhonda Taylor, Superintendent

STUDENT TEACHING AGREEMENT BETWEEN LAKESIDE UNION SCHOOL DISTRICT AND THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

This Student Teaching Agreement ("Agreement") is made this 8th day of December 2022 by and between the Trustees of the California State University on behalf of San Diego State University, hereinafter called the ("University") and Lakeside Union School District, hereinafter called the ("District") (together sometimes referred to as the "Parties").

RECITALS

Pursuant to the provisions of Section 44320(b) of the California Education Code, postsecondary institutions that offer programs of professional preparation are encouraged to collaborate with school districts, county offices of education, and professional organizations in the design and delivery of local programs.

University is an institution of higher learning authorized pursuant to California law to offer fully accredited teaching programs and to maintain classes and such program at District for the purpose of providing training for its students in such classes.

District provides learning environments which are appropriate for University's student teaching program ("Program"). As available, student field experiences may be offered for the student teaching program based on district capacity each year.

The maximum number of University students who may participate in the Program, the types of field experiences available during each training period, the starting date and length of each Program training period shall be mutually agreed by the Parties at least 30 days before the training period begins.

The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Parties will institute the Program at the District.

In consideration of the foregoing and of the mutual promises set forth herein, the University and District agree as follows:

I. GENERAL TERMS

A. The District shall provide teaching experience to said University students through student teaching in schools and classes of the District, and under the direct supervision and instruction of District employees, who have been recommended by site administration, have a minimum of 3 years of P-12 teaching experience, have been approved by the District, and hold valid, clear credentials in the appropriate area(s) of authorization issued by the State Board of Education and duly verified Parties. The District may, for good cause, refuse to accept for student teaching any University student assigned to student teaching in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University teaching in the District. "Student Teaching" as

used in this Agreement, means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of District employees holding valid clear credentials issued by the State of California's Commission on Teacher Credentialing, which authorize them to serve as classroom teachers in the schools or classes in which the student teaching is provided. Such employees are hereinafter referred to as "Guide Teachers." Site principals, in consultation with the District, will designate qualified teachers as Guide Teachers. The District will collaborate with site principals and the University to match student teachers with approved Guide Teachers.

- B. The University will assign a supervisor to work with the Guide Teachers and student teachers at District schools. The University will (1) consult and collaborate with the District to determine appropriate student teacher placements in District schools with approved Guide Teachers; (2) alert the District of student teacher placement needs 4-6 weeks prior to the beginning of the student teaching assignment; (3) notify the District of all confirmed student teacher placements and confer regularly with the site principal and Guide Teacher to discuss the student teacher's progress; (4) monitor the quality of the match between the Guide Teacher and the student teacher and notify the principal if there is a mismatch; (5) provide regular written and oral feedback to the student teacher about their progress and inform the Guide Teacher about the nature of this feedback; and (6) compile a written evaluation of the student teacher at the end of the semester or quarter.
- C. Guide Teachers agree to (1) participate in Commission on Teacher Credentialing (CTC) required training to develop the skills needed to work effectively with student teachers; (2) provide a model for the student teacher by continuously demonstrating exemplary teaching strategies; (3) adhere to a release-of-responsibility plan that progresses from observation to increased responsibility for teaching as the student teacher demonstrates enhanced skill in delivering the curriculum; (4) keep the site principal and University supervisor informed of the student teacher's progress; (5) meet with the University supervisor periodically to discuss the student teacher's progress; and (6) complete and submit documentation and evaluations as required by the University.
- D. An assignment of a University student to student teach in schools or classes of the District shall be for the time period set forth in Exhibit A. An assignment of a University student to student teach in District schools or classes shall be at the discretion of the District and the University, and a student teacher may be given more than one assignment by the University to student teach in such schools or classes, subject to District approval. The assignment of a University student to student teach in the District shall be deemed to be effective for purposes of this Agreement as of the date the student is paired with a Guide Teacher. Student teachers serve without pay, but receive credit from the University.
- E. The site principal will (1) introduce the student teacher to the school's faculty, philosophy, policies and procedures, and provide an orientation to the facility and school community; (2) encourage the student teacher to participate in site and District professional development opportunities; (3) observe the student teacher in the classroom and provide written and/or oral feedback regarding these observations; and (4) confer with the Guide Teacher and University supervisor.
- F. Notwithstanding any other provisions of this Agreement, details such as maximum number of students, the defined unit of time, or the distribution of assignments of said students to

training levels, shall be arranged for, by and between University and District; it being understood that District shall not be obligated to accept assignments of training student teachers beyond the ability of District, within its established training programs, to effectively provide services pursuant to this Agreement; and, further, University shall not be obligated to pay the District's Guide Teachers for services in any amount in excess of that provided for under the terms of this Agreement.

II. UNIVERSITY'S RESPONSIBILITIES

1. <u>Schedule of Assignments.</u> University shall consult and collaborate with the District to determine appropriate student teacher placements in District schools.

An assignment of a student of the University to Student Teach in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to Student Teach in such schools or classes.

The assignment of a student of the University to Student Teach in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

- 2. <u>Orientation Program.</u> University shall provide orientation to all its students and ensure that all its students receive instruction and have necessary basic skills prior to the student teaching assignment at District.
- 3. <u>Records.</u> University shall maintain all personnel records for its staff and all attendance and academic records for its students participating in the Program. University shall implement and maintain an evaluation process of the students' progress throughout the Program.
- 4. <u>Discipline.</u> University shall be responsible for counseling, controlling and disciplining its students.
- 5. Screening Requirements. University shall ensure that it will comply with the requirements of California Education Code sections 44237, 35021.1, and 35021.2, including, but not limited to, obtaining clearance from the California Department of Justice ("CDOJ") and tuberculosis ("TB") clearance for University's students, employees, volunteers, and independent contractors that are placed in the District if such persons have frequent and/or unsupervised contact with District students.

5.1 California Department of Justice Clearance:

University shall obtain CDOJ or equivalent clearance for any person placed on a District campus pursuant to this Agreement.

5.2 Tuberculosis Examination:

University shall ensure that all student teachers performing services under this

Agreement will provide a tuberculosis ("TB") certificate of clearance prior to commencing services pursuant to this Agreement. University shall ensure that it will not place any student teacher at a school without a valid TB certificate on file showing that the student, or employee, was examined and found to be free from active tuberculosis, as defined in Education Code Section 49406.1 (a).

- 6. <u>Identification</u>. University shall provide each of its students, site directors, and any other employee(s) in contact with District students with an identification badge that exhibits the University's name, its student or employee name, and a picture of the student or employee.
- 7. Confidentiality. If University will have access to District student records, University agrees to also comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), and all requirements imposed by or pursuant to regulation of the Department of Education and the District (including but not limited to Administrative Regulation and Procedures No. 6525 and 6527) to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual District student data for the purpose of using said data to fulfill contractual obligations with the District. University recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that District shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by University. This assurance is binding on University and its students and such persons as may be employed by University to assist in any phase of the performance contemplated under this Agreement.
- 8. <u>University Student Related Responsibilities.</u> University shall notify its students in the Program that they are responsible for:
 - Complying with District's administrative policies, procedures, rules and regulations, including undergoing and passing any required background check;
 - Arranging for their own transportation and living arrangements if not provided by University;
 - Maintaining the confidentiality of District student information: No University
 student shall have access to, or have the right to receive any student record, except
 when necessary in the regular course of the classroom experience. The discussion,
 transmission, or narration in any form by University students of any individually
 identifiable student information, obtained in the course of the Program is forbidden
 except as a necessary part of the practical experience;
 - Neither University nor its employees or agents shall be granted access to individually
 identifiable information unless the individual or legal guardian has first given consent
 using a form approved by District that complies with applicable State and Federal
 law, including the Family Educational Rights and Privacy Act ("FERPA"), and any
 implementing regulations. District shall reasonably assist University in obtaining
 consent in appropriate circumstances;
 - In the absence of consent, University students shall use de-identified information only in any discussions about the classroom experience with University, its employees, or agents;

- Complying with District's dress code and wearing name badges identifying themselves as University students;
- Attending an orientation to be provided by their University instructors;
- Notifying District immediately of any violation of State or Federal laws by any University student; and
- Providing services to District students only under the direct supervision of the University faculty and/or District's professional staff.

III. DISTRICT RESPONSIBILITIES

- Teaching Experience. District shall accept from University the mutually agreed upon capacity, including number of University students and types of field experiences available for the Program, and provide the University's students with teaching experience during the agreed upon dates and times_in schools /classes of the District not to exceed the units of student teaching set forth in Exhibit A. Such Student Teaching shall be provided in schools/classes of the District, and under the direct supervision and instruction of employees of the District, as the District and University through their duly authorized representatives may agree upon.
- 2. <u>Implementation of Program.</u> District agrees to cooperate with and assist in facilitating the Program at District for the benefit of University students.
- 3. Orientation for University Instructors. District will provide an informational orientation for the University staff who oversee students in the Program that shall include information and materials for University instructors to provide to their students during the required student orientation. Information may include hours, parking, dress code, District first aid guidelines, and other terminology specific to the District, school site confidentiality, and community resources.
- 4. Access to Facilities. District shall permit University students enrolled in the Program access to District facilities as appropriate and necessary for their Program, provided that the University's students' presence shall not interfere with District activities.
- Records and Evaluations. University shall maintain complete records and reports on each of
 its student's performance and District staff shall provide input on student performance to
 University as requested. Only faculty can evaluate the University's students' performance for
 grading.
- 6. Withdrawal of Students. District may request that University withdraw from the program any University student who District determines is not performing satisfactorily, refuses to follow District's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for District's request. University shall comply with the written request within five (5) days after receipt.
- 7. <u>Student Supervision.</u> University students shall train, perform assignments, participate in staff meetings and in-service educational programs at the discretion of their University faculty

and/or District designated supervisors. University students are to be regarded as trainees, not employees, and are not to replace District's staff.

IV. STATUS OF UNIVERSITY AND DISTRICT

The parties expressly understand and agree that the University students enrolled in the Program are in attendance for educational purposes, and such students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of either the District or University.

V. STATUS OF STUDENT

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University or the District.

VI. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The Parties agree that all University students receiving teaching experience pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

VII. INSURANCE

The District shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000.00 minimum limit for each Occurrence and minimum limit of \$2,000,000.00 General Aggregate, as mutually agreed upon for this placement.

The University has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The University has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

The University shall provide professional, personal general liability, and educator's errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are \$2,000,000.00 for each Loss and \$4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

VIII. INDEMNIFICATION

The District shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. The University shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the District and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers,

IX. TERM AND TERMINATION

- 1. <u>Term.</u> This Agreement shall remain in full force and effective for a term of three (3) years beginning December 8, 2022 through December 7, 2025.
- 2. <u>Termination</u>. This Agreement may be terminated at any time by written agreement or upon 30 days' advance written notice by one party to the other, provided however, that in no event shall termination take effect with respect to currently enrolled University students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

X. COMPENSATION

The University will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in Exhibit A for each semester or quarter unit of practice teaching.

A semester unit of Student Teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of Student Teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately twenty (20) minutes of Student Teaching daily three (3) days a week for eighteen (18) weeks during regular session.

Within a reasonable time following the close of each semester of the University, the District shall submit an invoice to the University for payment, at the rate as set forth in Exhibit A, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester. The District shall attach to the invoice a certificate executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the University. In the event University terminates the assignment of a student teacher for any reason, the Guide Teacher shall receive payment from the District on account of such student teacher for actual time spent working with the student teacher. If a student teacher is reassigned to another Guide Teacher, this shall be considered for payment purposes as an entirely new and separate assignment. Absences of a student from assigned Student Teaching shall not be counted as absences in computing the semester units of Student Teaching provided the student by the District. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in Exhibit A.

XI. GENERAL PROVISIONS

1. <u>COVID-19</u>. District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District is familiar with

and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed, or updated, District will take steps to comply with the modified, changed, or updated guidelines or directives.

If at any time District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

- 2. <u>Agreement Alterations & Integration.</u> No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 3. <u>Assignments.</u> Without written consent of the CSU, this agreement is not assignable by the District either in whole or in part.
- 4. <u>Captions.</u> Captions and headings in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- 5. Endorsement. Nothing contained in this agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.
- 6. <u>Survival.</u> Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.
- 7. Entire Agreement. This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.
- 8. Governing Law. The validity, interpretation, and performance of this Agreement shall be construed in accordance with, and governed by the laws of the State of California. Further, District shall comply with any state or federal law applicable to community-based organization's performance under this Contract.
- 9. <u>Severability</u>. If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such

invalidity shall not affect the enforceability of any other provision not held to be invalid.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA Trustees of The California State University

	Hugo Mora, Associate Director	Date
	SCHOOL DISTRICT	
	Signature	Date
	Signature	Date
	Name (Please print)	
	Title (Superintendent or Desig	gnee)
		1/71/22/4
	School District	
District listed below,	CERTIFICATION appointed and acting Clerk or Secretary o, do hereby certify that the following is a tar meeting of said Board held on	rue and exact copy of a portion of t
District listed below. Minutes of the regula "It was mov California State Un	appointed and acting Clerk or Secretary o	rue and exact copy of a portion of t
District listed below, Minutes of the regula "It was mov California State Un School District for p	appointed and acting Clerk or Secretary o, do hereby certify that the following is a tar meeting of said Board held on (Month, Day) yed, seconded and carried that the attach iversity, whereby the University may as	rue and exact copy of a portion of t
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COLLEGE OF EDUCATION - SCHOOL OF TEACHER EDUCATION / ALYSSA ANCHETA; COLLEGE OF HEALTH & HUMAN SCIENCES - SCHOOL OF SPEECH LANGUAGE AND HEARING SCIENCES / JANET PARK

EXHIBIT A

The services provided by the District to the University shall not exceed 200 semester units of practice teaching per student, per semester. The total services to be provided by the District to the University shall include up to 600 semester units of practice.

The University shall pay the District for such services at the rate and amount of \$25.00 per semester unit, for a total not to exceed \$5,000.00 per semester.

Student Teacher Assignment Time Period (specify Hours, Days, Semester, Quarter, etc.):

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. An assignment of a student of the University to practice teach in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classes.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date:	February 9, 2023
Agenda Item:	
Student Teacher Agreement/Clinic	al Practice (MOU) with Point Loma Nazarene University.
Background (Describe purpose/	rationale of the agenda item):
To provide students of Point Loma at LUSD.	a Nazarene University a teaching experience through clinical practice
Fiscal Impact (Cost):	
N/A	
Funding Source:	
N/A	
Addresses Emphasis Goal(s):	
☐ #1: Academic Achievement	☐ #2: Social Emotional ☐ #3: Physical Environments
Recommended Action:	
☐ Informational	☐ Denial/Rejection
☐ Discussion	□ Ratification
X Approval	☐ Explanation:
□ Adoption	
Originating Department/School	: Human Resources
Submitted/Recommended By:	Approved for Submission to the Governing Board:
Christine Sinatra, Director, HR	Dr. Rhonda Taylor, Superintendent
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POINT LOMA NAZARENE UNIVERSITY SCHOOL OF EDUCATION

Student Teaching/Clinical Practice Partnership Agreement with Cooperating School District

This Student Teaching/Clinical Practice Agreement ("Agreement") is entered into between Point Loma Nazarene University ("PLNU" or "University") and the **Lakeside Union School District** (the "District").

Whereas, the University's curriculum requires teaching program candidates to complete a student teaching experience working under the supervision of a certified teacher ("Student Teaching/Clinical Practice"); and

Whereas, the District wishes to aid in the educational development of the University's students and is willing to make its premises and certified teachers available for Student Teaching/Clinical Practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Student Teaching/Clinical Practice within the District;

Now, therefore, the parties agree as follows:

I. General Terms

- A. The District will validate the completion of California Teacher requirements at a proficient level for candidates seeking graduate course credit for meeting formative assessment and induction standards.
- B. The District will accept University students for Student Teaching/Clinical Practice (a "Student Teaching/Clinical Practice Candidate") for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Student Teaching/Clinical Practice Candidates it deems to be feasible at any given time.
- C. A Student Teaching/Clinical Practice Candidate's normal teaching load shall be the same as the certified teacher to whom the candidate is assigned. The Student Teaching/Clinical Practice Candidate's other duties shall include, but are not limited to, classroom observation, classroom teaching, development of unit and daily lesson plans, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences.
- D. The University will inform the District of length of placement when making requests for placement.
- E. Student Teaching/Clinical Practice Candidates are required to follow the academic calendar of the District.

- F. The District shall appoint a certified teacher to supervise each Student Teaching/Clinical Practice Candidate (a "Cooperating Teacher"). Cooperating Teachers shall meet the following criteria:
 - 1. The Cooperating Teacher shall be a full-time member of the District's faculty.
 - 2. The Cooperating Teacher must have taught for a minimum of three (3) years and have been employed by the District for at least one year.
 - 3. The Cooperating Teacher must hold credentials in the field in which he/she is teaching.
 - 4. The Cooperating Teacher must approve of having a Student Teaching/Clinical Practice Candidate assigned to them.
 - 5. The Cooperating Teacher must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing ("CCTC").
- G. The Dean of the School of Education shall designate an appropriate person to supervise the Student Teaching/Clinical Practice Candidate (the "University Supervisor") in accordance with all CCTC requirements. The University Supervisor will guide, counsel, instruct, and supervise Student Teaching/Clinical Practice Candidates. The University Supervisor's major responsibilities include, but are not limited to:
 - Conferencing with Cooperating Teachers to whom the Student Teaching/Clinical Practice Candidates are assigned about the expectations of the University and District.
 - 2. Providing the Cooperating Teacher with University resources for supervising a Student Teaching/Clinical Practice Candidate.
 - 3. Serving as the first point of contact for the University.
 - 4. Monitoring the Student Teaching/Clinical Practice Candidate's progress.
 - 5. Observing, critiquing, and conferencing with the Student Teaching/Clinical Practice Candidate at least three times during the Student Teaching/Clinical Practice placement.
 - 6. Providing frequent feedback to the Student Teaching/Clinical Practice Candidate and Cooperating Teacher regarding progress, problems, and recommendations.
 - 7. Being available to address the needs of both the Student Teaching/Clinical Practice Candidate and the Cooperating Teacher.
 - 8. Following consultation with the Cooperating Teacher, issuing a final grade to the Student Teaching/Clinical Practice Candidate.
- H. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District's confidentiality requirements and policies, the District shall

allow the Student Teaching/Clinical Practice Candidate access to information, including relevant documentation and reports.

I. University Students shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of Student Teaching/Clinical Practice Candidates

The District will notify the University in writing, prior to taking any action against a Student Teaching/Clinical Practice Candidate regarding any concerns or complaints about a Student's performance or unsatisfactory conduct in the Student Teaching/Clinical Practice. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Student and remediate the concerns. Except in circumstances where a Student presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove a Student from its facilities or Student Teaching/Clinical Practice without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Student Teaching/Clinical Practice Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the candidate encounters during his/her Student Teaching/Clinical Practice.

IV. Background Checks

For each Student Teaching/Clinical Practice Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Student Teaching/Clinical Practice Candidate beginning their student teaching experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned student teaching experience. Additionally, all Student Teaching/Clinical Practice candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CCTC before beginning their student teaching experience and for the duration of their student teaching experience

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Student Teaching/Clinical Practice Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California and Federal law.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **September 1**st, **2023**, **through August 31**st, **2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Student Teaching/Clinical Practice Candidates that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section II of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.

- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

For Point Loma Nazarene University:

rame. Refly D. I diener, I m.	Name:	Kerry D	. Fulcher,	Ph.D
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Title: Provost and Chief Academic Officer Address: Point Loma Nazarene University

3900 Lomaland Dr. San Diego, CA 92106

		Date:	
Authorized	Signature		
PLNU Con	tact:		
Name: Title: Address:	Dean, School of Education		
For the Dis	trict:		
Name (Print):		
Address (Pr	int):		
Title:			
		Date	
Authorized 3	Signature		

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: Fe	ebruary 9, 2023
Agenda Item:	
Teaching Internship Agreement (MO	U) with Point Loma Nazarene University.
Background (Describe purpose/ra	tionale of the agenda item):
To provide students of Point Long providing designated and qualified pe	Nazarene University Employment and support Internships by ersonnel as support.
Fiscal Impact (Cost):	
N/A	
Funding Source:	
N/A	
Addresses Emphasis Goal(s):	
☐ #1: Academic Achievement	☐ #2: Social Emotional ☐ #3: Physical Environments
Recommended Action:	
☐ Informational	□ Denial/Rejection
□ Discussion	□ Ratification
X Approval	☐ Explanation:
□ Adoption	
Originating Department/School: I	Iuman Resources
Submitted/Recommended By:	Approved for Submission to the Governing Board:
Christine Sinatra, Director, HR	Dr. Rhonda Taylor, Superintendent

POINT LOMA NAZARENE UNIVERSITY SCHOOL OF EDUCATION

Teaching Internship Agreement with Cooperating School District

This Internship Agreement ("Agreement") is entered into between Point Loma Nazarene University ("PLNU" or "University") and the **Lakeside Union School District** (the "District").

Whereas, the University's intern curriculum requires candidates to complete an internship working under the supervision of a District provided coach ("Internship"); and

Whereas, the District wishes to aid in the educational development of the University's students and is willing to employ and support Internships by providing designated and qualified District personnel as support ("District Provided Coach(es)"); and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Internships within the District;

Now, therefore, the parties agree as follows:

I. Duties of the District

- A. The District will hire University students for Internships (an "Intern" or "Teaching Intern"). The District reserves the right to hire only the number of Interns it deems to be feasible and is able to support at any given time.
- B. The District will assign Interns to positions that are authorized to be performed by holders of multiple subject, single subject and special education, with a load that is appropriate for a beginning teacher, and that will enable the adequate time necessary to complete concurrent credential coursework.
- C. The District will place each Intern with a District Provided Coach preferably at the same site as the Intern and with experience in the curricular area, grade level, or services area assigned to the Intern.
- D. The District will compensate Interns with a salary that is not less than the minimum salary required by California law and applicable credentialing agencies, including the California Commission on Teacher Credentialing ("CCTC").
- E. The District will provide support and supervision for Interns in a manner consistent with California law and applicable credentialing agencies, and in full accordance with CCCT guidelines.

- F. The District will provide sufficient resources to support Internships, including protected time for District Provided Coaches to provide support and mentoring to Teaching Interns within the school day.
- G. The District will provide Interns with clear terms of employment in writing no later than the first day of classes of the relevant school year. This notice shall identify and include contact information about the Intern's District Provided Coach.
- H. The District will identify a District Provided Coach who is immediately available to assist Teaching Interns with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and to support language accessible instruction.
- I. The District will provide professional development to its District Provided Coaches to ensure the quality of the internship experience.
- J. The District will ensure that all District and site administrative staff respect the confidentiality between the District Provided Coach and Intern. Internship activities will not have a relationship to District evaluation.
- K. The District will only hire as Interns candidates who meet the requirements necessary for obtaining an intern credential.
- L. The District will participate in the evaluation of the University's Internship program pursuant to the criteria and process established by the University.

II. Duties of the University

- A. The University will designate a member of its faculty in teacher education to provide leadership for its Internship program, support to its Interns, and to coordinate and communicate with the District as a main point of contact on behalf of the University ("University Supervisor"). This shall be done at the University's sole expense.
- B. The University will ensure that its Teaching Interns meet the following requirements necessary to acquire an intern teaching credential:
 - 1. Bachelors' degree from an accredited school of higher education
 - 2. Subject matter competency
 - 3. Passage of California Basic Educational Skills Test ("CBEST")
 - 4. Demonstrate knowledge of the United States Constitution by completing a college level course, or a college level examination in the subject
 - 5. Completion of 120 pre-service hours

The University will make application for the intern credential for those meeting the requirements.

- C. The University will enhance the Intern's growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.
- D. During the term of each University quad, the University Supervisor will make four (4) visits to the Intern's designated classroom to assist and support the Teaching Intern.
- E. The University will ensure the quality of the Internship experience through the providing of professional development. University Supervisors will work with the Teaching Intern and their District Provided Coach in designing appropriate activities that support the Intern's work with students who require specialized or modified instruction in both the English language and their academic courses ("English Learners").
- F. The University will notify the District in the event that an Intern is not maintaining enrollment and/or responsibilities in courses necessary to complete the Teaching Internship requirements.
- G. The University will provide advising and transitional assistance to Teaching Interns preparing to enter the Induction program.

III. Removal of Interns

The District will notify the University in writing, prior to taking any action against an Intern regarding any concerns or complaints about the Intern's performance or unsatisfactory conduct in the Internship. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further support the Intern and remediate the concerns. Except in circumstances where an Intern presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove an Intern from its facilities or Internship without engaging in the process described above.

IV. FERPA

Prior to the start of their placement, the University shall provide training to Interns concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct Interns about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Intern may encounter during his/her Internship.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Teaching Intern pursuant to this Agreement on the basis of race,

creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request. The University shall also require Teaching Interns to carry professional liability insurance as a requirement of its program.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California and Federal law.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from, **September 1**st, **2023**, **through August 31**st, **2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Teaching Interns that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section III of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

	ock on following page (page 6/6)] ma Nazarene University:	
Name:	Kerry D. Fulcher, Ph.D.	
Title: Address:	Provost and Chief Academic Officer Point Loma Nazarene University 3900 Lomaland Dr. San Diego, CA 92106	
		Date:
Authorized Si	gnature	
PLNU Conta	ct:	
Name: Title: Address:	Deborah E. Erickson, Ed.D. Dean, School of Education Point Loma Nazarene University 4007 Camino Del Rio South, Suite 400 San Diego, CA 92108	
For the Distr	ict:	
Name (Print):		
Address (Prin	t):	
Title:		
		Data

Authorized Signature

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: F	ebruary 9, 2023
Agenda Item:	
Fieldwork Placement Agreement (M	IOU) with Point Loma Nazarene University.
Background (Describe purpose/ra	ationale of the agenda item):
To provide students of Point Loma at LUSD.	Nazarene University fieldwork experience through clinical practice
Fiscal Impact (Cost):	
N/A	
Funding Source:	
N/A	
Addresses Emphasis Goal(s):	
☐ #1: Academic Achievement	☐ #2: Social Emotional ☐ #3: Physical Environments
Recommended Action:	
☐ Informational	☐ Denial/Rejection
□ Discussion	□ Ratification
X Approval	☐ Explanation:
□ Adoption	
Originating Department/School:	Human Resources
Submitted/Recommended By:	Approved for Submission to the Governing Board:
Christine Sinatra, Director, HR	Dr. Rhonda Taylor, Superintendent

POINT LOMA NAZARENE UNIVERSITY SCHOOL OF EDUCATION

Fieldwork Placement Agreement with Cooperating School District

This Fieldwork Placement Agreement ("Agreement") is entered into between Point Loma Nazarene University ("PLNU" or "University") and the **Lakeside Union School District** (the "District").

Whereas, the University's curriculum requires its Advanced Program Candidates to complete a fieldwork experience working under the supervision of a University site supervisor and its Teaching Candidates to complete a fieldwork experience working under the supervision of a credentialed district teacher ("collectively, "Fieldwork Candidates");

Whereas, the District wishes to aid in the educational development of the University's Fieldwork Candidates and is willing to make its premises, faculty and students available for fieldwork practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of the University Fieldwork Candidates completing fieldwork experiences within the District;

Now, therefore, the parties agree as follows:

I. General Terms

- A. The District will accept Fieldwork Candidates for fieldwork practice for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Fieldwork Candidates it deems to be feasible in light of available District faculty at any given time.
- B. The Fieldwork Candidate's other duties may include, but are not limited to, classroom observation, classroom teaching, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences and working with individual and small groups of students.
- C. Fieldwork Candidates are required to follow the academic calendar of the District.
- D. The District shall appoint a certified teacher to supervise each Fieldwork Candidate ("District Site Supervisor"). District Site Supervisors shall meet the following criteria:
 - 1. The District Site Supervisor shall be a full-time member of the District's faculty.
 - 2. The District Site Supervisor must have a minimum of 3 years teaching experience in the area of their credential and have been employed by the District for at least one year.

- 3. The District Site Supervisor must hold credentials in the field in which he/she is teaching.
- 4. The District Site Supervisor must approve of having a Fieldwork Candidate assigned to them.
- 5. The District Site Supervisor must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing ("CCTC").
- E. The University's Dean of the School of Education shall also designate an appropriate person to supervise the Fieldwork Candidate (the "PLNU Site Supervisor") in accordance with all CCTC requirements. The PLNU Site Supervisor will guide, counsel, instruct, and supervise Fieldwork Candidates. The PLNU Site Supervisor's major responsibilities include, but are not limited to:
 - 1. Conferencing with District Site Supervisors to whom the Fieldwork Candidates are assigned about the expectations of the University and District.
 - 2. Providing the District Site Supervisor with University resources for supervising a Fieldwork Candidate.
 - 3. Serving as the first point of contact for the University.
 - 4. Monitoring the Fieldwork Candidate's progress.
 - 5. Observing, critiquing, and conferencing with the Fieldwork Candidate at least three times during the Fieldwork placement.
 - 6. Providing frequent feedback to the Fieldwork Candidate and District Site Supervisor regarding progress, problems, and recommendations.
 - 7. Being available to address the needs of both the Fieldwork Candidate and the District Site Supervisor.
 - 8. Following consultation with the District Site Supervisor, issuing a final grade to the Fieldwork Candidate.
- F. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District's confidentiality requirements and policies, the District shall allow the Fieldwork Candidate access to information, including relevant documentation and reports.
- G. Fieldwork Candidates shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of Fieldwork Candidates

The District will notify the University in writing, prior to taking any action against a Fieldwork Candidate regarding any concerns or complaints about a Fieldwork Candidate's performance or unsatisfactory conduct in the field placement. In such cases, the District will cooperate with the

University to address the issues, including without limitation steps to further train the Fieldwork Candidate and remediate the concerns. Except in circumstances where a Fieldwork Candidate presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove a Fieldwork Candidate from its facilities or fieldwork without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Fieldwork Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct Fieldwork Candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Fieldwork Candidate encounters during his/her fieldwork placement.

IV. Background Checks

For each Fieldwork Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Fieldwork Candidate beginning their field experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned field experience. Additionally, all Fieldwork Candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CCTC before beginning their field experience and for the duration of their field experience.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Fieldwork Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable

attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California and federal law.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from _ **September 1**st, **2023**, **through August 31**st, **2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Fieldwork Candidates that have already been placed shall be permitted to complete their placement unless the Fieldwork Candidate is otherwise removed pursuant to Section II of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No

modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.

E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision. [signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

For Point Lon	a Nazarene University:		
Name:	Kerry D. Fulcher, Ph.D.		
Title: Address:	Provost and Chief Academic Officer Point Loma Nazarene University 3900 Lomaland Dr. San Diego, CA 92106		
Authorized Sig	nature	Date:	
PLNU Contact	:		
Name: Title: Address:	Deborah E. Erickson, Ed.D. Dean, School of Education Point Loma Nazarene University 4007 Camino Del Rio South, Suite 400 San Diego, CA 92108		
For the Distric	t:		
Name (Print): _			
Address (Print)			
Title:		·	
		Date	
Authorized Sign	nature		

Governing Board Meeting Date: 2	2/9/23
Agenda Item:	
Resolution No. 2023-14	
Background (Describe purpose/ra	ationale of the agenda item):
	nes management employees as an employee in a responsibilities for formulating district policies or
Fiscal Impact (Cost):	
N/A	
Funding Source:	
N/A	
Recommended Action:	
☐ Informational	□ Denial
□ Discussion	☐ Ratification
□ Approval☑ Adoption	□ Explanation: Click here to enter text.
Originating Department/School:	Superintendent
Submitted/Recommended By:	Approved for Submission to the Governing Board:
Disa Del	Chanda Jayla
Lisa DeRosier, Executive Assistar	nt Dr. Rhonda L. Taylor, Superintendent

BEFORE THE GOVERNING BOARD OF THE LAKESIDE UNION SCHOOL DISTRICT LAKESIDE, CALIFORNIA

RESOLUTION NO. 2023-14

RESOLUTION REAFFIRMING THE DESIGNATION OF MANAGEMENT EMPLOYEES

WHEREAS, California Government Code section 3540.1(g) defines management employee as an employee in a position having significant responsibilities for formulating district policies or administering district programs; and

WHEREAS, public school employers are authorized to designate management employees subject to review by the Public Employment Relations Board; and

WHEREAS, the Governing Board of the Lakeside Union School District hereby reaffirms its designation of the management employees as defined by California Government Code section 3540.1(g).

THEREFORE, BE IT RESOLVED, that the Board reaffirms that the following certificated positions are management:

Coordinator, Education Services
Director, Special Education
Director, Student Support Services
Middle School Principal
Principal
Program Specialist, Special Education

BE IT FURTHER RESOLVED, that the Board reaffirms that the following classified positions are management:

Executive Director, Human Resources Director, Maintenance, Operations, Transportation

Director, Finance

Director, Child Nutrition

Manager, Information Technology

Manager, Extended Student Services

Manager, Preschool

PASSED AND ADOPTED by the Governing Board for the Lakeside Union School District of Lakeside, California, on February 9, 2023 by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Secretary to the Governing Board

Governing Board Meeting Da	te: 2/9/23
Agenda Item:	
Resolution No. 2023-15	
Background (Describe purpo	se/rationale of the agenda item):
to develop or present m relations or whose duties	ines confidential employees as an employee who is required anagement positions with respect to employer-employee normally require access to confidential information that is antly to the development of management positions.
Fiscal Impact (Cost):	
N/A	
Funding Source:	
N/A	
Recommended Action:	
☐ Informational	□ Denial
☐ Discussion	☐ Ratification
□ Approval☑ Adoption	□ Explanation: Click here to enter text.
Originating Department/Sch	ool: Superintendent
Submitted/Recommended B	y: Approved for Submission to the Governing Board:
Gra Del	Rhonda Joyla
Lisa DeRosier, Executive Ass	istant Dr. Rhonda L. Taylor, Superintendent

BEFORE THE GOVERNING BOARD OF THE LAKESIDE UNION SCHOOL DISTRICT LAKESIDE, CALIFORNIA

RESOLUTION NO. 2023-15

RESOLUTION REAFFIRMING THE DESIGNATION OF CONFIDENTIAL EMPLOYEES

WHEREAS, California Government Code section 3540.1(c) defines confidential employee as an employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions; and

WHEREAS, public school employers are authorized to designate confidential employees subject to review by the Public Employment Relations Board;

WHEREAS, the Governing Board of the Lakeside Union School District hereby reaffirms its designation of the confidential employees of the District as defined by California Government Code section 3540.1(c).

THEREFORE, BE IT RESOLVED, that the Board reaffirms that the following certificated positions are confidential:

Principal (Lindo Park Elementary School) Middle School Principal (Tierra Del Sol Middle School)

BE IT FURTHER RESOLVED, that the Board reaffirms that the following classified positions are confidential:

Director, Maintenance, Operations & Transportation Director, Finance Executive Assistant (to the Superintendent) Executive Administrative Assistant, Business Human Resources Specialist

PASSED AND ADOPTED by the Governing Board for the Lakeside Union School District of Lakeside, California, on February 9, 2023 by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Secretary to the Governing Board

Governing Board Meeting Date:	FEBRUARY 9, 2023
Agenda Item:	
COMMERCIAL WARRANT LISTING	SHEET – for the period 01/01/2023 – 01/31/2023
Background (Describe purpose/	rationale of the agenda item):
This is a required monthly report - prissued by the district at their monthly	per Board Policy #3300, "the Governing Board shall review all warrants by Board meeting".
Fiscal Impact (Cost):	
\$ 2,184,562.90	
Funding Source:	
General, ASB, Child Development, C	hild Nutrition, Bond, & Charter Schools (Barona, RVCS)
Addresses Emphasis Goal(s):	
☐ #1: Academic Achievement Recommended Action:	☐ #2: Social Emotional ☐ #3: Physical Environments
☐ Informational	☐ Denial/Rejection
☐ Discussion	☐ Ratification
☑ Approval☐ Adoption	☐ Explanation: Click here to enter text.
Originating Department/School	: Business Services
Submitted/Recommended By:	Approved for Submission to the Governing Board:
Pun Davis	Phonola Jay 14
Lisa Davis, Assistant Superinten	Dr. Rhonda Taylor, Superintendent
Reviewed by Cabinet Member _	<u> </u>

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	008284	PROJECT LEAD THE WAY	1/17/2023	MEDICAL DETECTIVES CONSUMABLES	964.36
0100	14970328	DAVIS CONSULTING CORPORATION	1/5/2023	Management Support	2,170.00
0100	14970329	VERBAL BEHAVIOR ASSOCIATES, INC.	1/5/2023	2022-23 Speech Services	11,619.04
0100	14971749	ALLIANCE FOR AFRICAN ASSISTANCE	1/9/2023	SPED/640	2,505.96
0100	14971750	ASELTINE SCHOOL	1/9/2023	Linder Education	25,315.08
0100	14971751	DANNIS WOLIVER KELLEY	1/9/2023	BLANKET LEGAL SERVICES-CHARTER	1,896.00
0100	14971752	HOPSKIPDRIVE, INC.	1/9/2023	SPED Transportation	2,220.98
0100	14971753	INSTITUTE FOR EFFECTIVE EDUCATION	1/9/2023	McCullough Education	4,956.00
0100	14971754	S.D. COUNTY SUPERINTENDENT OF SCHOOLS	1/9/2023	CBO FORUM-FEB. LISA DAVIS	250.00
0100	14971755	SCHOOL SERVICES OF CA, INC	1/9/2023	LCAP-ACCOUNTABILITY TO COMPLIA	275.00
0100	14971756	STEIN EDUCATION CENTER	1/9/2023	Gattrell Education	8,175.44
0100	14972744	CRYSTAL RUSE	1/12/2023	ACCESS INVOICE 175 IEE Functio	2,640.00
0100	14972745	ALBERTSONS	1/12/2023	ESS SUPPLIES	128.62
0100	14972746	APPLE INC.	1/12/2023	- EWASTE FEE / RECYCLING FEE	8,372.74
0100	14972747	ASCEND SERVICES, INC.	1/12/2023	SPED CONSULTING	17,640.00
0100	14972748	E3 DIAGNOSTICS, INC	1/12/2023	HEALTH SVCS SUPPLIES	291.38
0100	14972749	AZUMA TECH SYSTEMS INC.	1/12/2023	MOT	2,015.00
0100	14972752	CC AUTISM SPECTRUM CONSULTANT LLC	1/12/2023	SPED CONSULTING	1,400.00
0100	14972753	CRISP ENTERPRISES INC	1/12/2023	CRISP MATH COPIES	704.69
0100	14972754	CLIMATEC, INC.	1/12/2023	ESSER (HVAC only)	246,252.00
0100	14972755	CORODATA SHREDDING, INC.	1/12/2023	SHREDDING	136.00
0100	14972758	DION & SONS, INC.	1/12/2023	M&O/710	5,197.32
0100	14972760	DALE SCOTT & COMPANY, INC.	1/12/2023	ANNUAL DEBT TRANSPARENCY FILIN	2,692.22
0100	14972761	EDCO DISPOSAL CORPORATION	1/12/2023	GARBAGE DISPOSAL	531.09
0100	14972761	EDCO DISPOSAL CORPORATION	1/12/2023	GARBAGE DISPOSAL	5,786.93
0100	14972762	EYE PHONE CITY	1/12/2023	TECH/730	1,502.93
0100	14972764	GEARY PACIFIC SUPPLY	1/12/2023	M&O/Maintenance	254.00
0100	14972770	HOPSKIPDRIVE, INC.	1/12/2023	SPED Transportation	1,347.71
0100	14972771	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/12/2023	COPIER LEASE AND COPIES	34.59
0100	14972772	LAKESIDE WATER DISTRICT	1/12/2023	WATER	7,807.28
0100	14972773	LCS - TRAINING	1/12/2023	Training	995.08
0100	14972774	LEADER SERVICES	1/12/2023	Medi-Cal Reporting Services	1,801.54
0100	14972775	AUDREY LENT	1/12/2023	Travel & Conference Reimbursem	465.75
0100	14972776	MOBILE ED PRODUCTIONS, INC	1/12/2023	MOBILE ED ASSEMBLY	1,195.00
0100	14972777	OFFICE DEPOT, INC.	1/12/2023	OFFICE SUPPLIES	288.75
0100	14972778	NEW DIRECTIONS SOLUTIONS, LLC	1/12/2023	SPED CONSULTING	10,398.04
0100	14972779	NCS PEARSON, INC	1/12/2023	SPED CONSULTING	62,099.71
0100	14972780	PLEDGESTAR	1/12/2023	PLEDGE STAR	995.00
0100	14972782	PRO-ED	1/12/2023	SPED SERVICES	347.55

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14972783	RADIO WORKS USA, INC.	1/12/2023	WALKIE BATTERIES	862.00
0100	14972784	RADY CHILDREN'S HOSPITAL-SD	1/12/2023	HEALTH SERVICES SCREENINGS	1,299.30
0100	14972785	CENTER FOR RESPONSIVE SCHOOLS, INC.	1/12/2023	SPED SERVICES	4,295.00
0100	14972786	SAN DIEGO GAS & ELECTRIC	1/12/2023	MONTHLY GAS AND ELECTRIC	70,840.73
0100	14972788	SASHA BARMAKI	1/12/2023	Travel & Conference Reimbursem	498.48
0100	14972789	SCHOOL DATEBOOKS, INC.	1/12/2023	RV SUPPLIES	86.20
0100	14972790	SAN DIEGO FENCE COMPANY	1/12/2023	M&O/Maintenance	114.69
0100	14972791	SHRED IT	1/12/2023	SHREDDING	614.96
0100	14972792	SPECIALIZED EDUCATION OF CALIFORNIA, INC	1/12/2023	SPED SERVICES	4,707.60
0100	14972793	SOLIANT HEALTH LLC	1/12/2023	SPED SERVICES	18,557.00
0100	14972794	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/12/2023	SUPPLIES	656.65
0100	14972795	SPECIALIZED THERAPY SERVICES	1/12/2023	SPED SERVICES	7,310.00
0100	14972796	SUNBELT STAFFING	1/12/2023	SPED SERVICES	8,493.38
0100	14972797	THINK SOCIAL PUBLISHING	1/12/2023	LC SUPPLIES	475.44
0100	14972799	ROGER TOTAH	1/12/2023	WATER SERVICE	391.00
0100	14972800	THERAPY TRAVELERS, LLC.	1/12/2023	SPED SERVICES	13,248.75
0100	14972801	THE REGENTS OF THE UNIVERSITY OF CALIF.	1/12/2023	DR. TARAS INVOICE 110343	70.00
0100	14972802	U.S. BANK EQUIPMENT FINANCE	1/12/2023	EQUIPMENT LEASE	156.80
0100	14972803	VISTA HILL FOUNDATION	1/12/2023	SPED SERVICES	9,240.00
0100	14972804	JILL WECKERLY, PH.D.	1/12/2023	SPED SERVICES	3,275.00
0100	14972805	BRENDA WILSON	1/12/2023	SPED SERVICES	557.75
0100	14974132	ABA EDUCATION FOUNDATION	1/17/2023	SPED SERVICES	1,221.60
0100	14974134	HELIX WATER DISTRICT	1/17/2023	WATER	200.00
0100	14974137	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/17/2023	COPIER LEASE AND COPIES	829.54
0100	14974138	NEW HAVEN YOUTH AND FAMILY SERVICES	1/17/2023	SPED SERVICES	2,126.67
0100	14974139	OFFICE DEPOT, INC.	1/17/2023	SUPPLIES	326.89
0100	14974140	ONE STONE APPAREL INC	1/17/2023	TDS - DONATION-P.E.	1,246.50
0100	14974142	LAKESIDE UNION SCHOOL DISTRICT	1/17/2023	REVOLVING CASH	19,450.79
0100	14974143	SMART & FINAL	1/17/2023	ESS	132.65
0100	14974144	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/17/2023	OFFICE SUPPLIES	40.93
0100	14974145	SPARKLETTS	1/17/2023	BOTTLED WATER SERVICE	315.50
0100	14974147	SYCAMORE LANDFILL	1/17/2023	M&O/Maintenance	866.10
0100	14974148	JEWELL ENTERPRISES SO LLC	1/17/2023	CUME FOLDERS	285.65
0100	14974150	WELLS FARGO VENDOR FINANCIAL SERVICES	1/17/2023	MONTHLY COPIER LEASE	836.87
0100	14975089	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	1/19/2023	LEGAL	12,370.00
0100	14975091	CASBO	1/19/2023	CONFERENCE	300.00
0100	14975092	CELEBRATE LIFE	1/19/2023	FRAME TAGS	13.50
0100	14975095	LAKESIDE WATER DISTRICT	1/19/2023	LF	3,286.97
0100	14975096	LOWE'S	1/19/2023	M&O/Maintenance	17.54

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14975097	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	1/19/2023	CURRICULUM	1,263.47
0100	14975098	MISSION FEDERAL CREDIT UNION	1/19/2023	PCARD	11,802.84
0100	14975099	MARIANA MESNIK	1/19/2023	SPED SERVICES	165.00
0100	14975100	OFFICE DEPOT, INC.	1/19/2023	OFFICE SUPPLIES	173.86
0100	14975102	PAYTON'S TRUE VALUE HARDWARE	1/19/2023	MOT	1,510.80
0100	14975103	RADY CHILDREN'S HOSPITAL-SD	1/19/2023	Vision & Hearing Services	4,032.80
0100	14975104	RAYNE OF SAN DIEGO	1/19/2023	LMS - DONATION #9010601	169.00
0100	14975104	RAYNE OF SAN DIEGO	1/19/2023	Water Service	105.00
0100	14975105	LAKESIDE UNION SCHOOL DISTRICT	1/19/2023	REVOLVING CASH	1,502.06
0100	14975107	T-MOBILE	1/19/2023	HOT SPOTS	1,592.00
0100	14975109	VERIZON WIRELESS	1/19/2023	MONTHLY CELLULAR	2,795.05
0100	14976498	AMPLIFY EDUCATION, INC.	1/23/2023	AMPLIFY SCIENCE TRANSITIONAL K	500.64
0100	14976499	AT&T	1/23/2023	BUS SVCS	2,671.75
0100	14976502	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	1/23/2023	LEADERSHIP PACKETS	690.00
0100	14976503	CINTAS CORPORATION	1/23/2023	M&O/Custodial	593.43
0100	14976505	DION & SONS, INC.	1/23/2023	FUEL	2,840.34
0100	14976506	EYE PHONE CITY	1/23/2023	TECH REPAIR	1,158.24
0100	14976507	FRANKIE SURBER	1/23/2023	SPED MILEAGE REIMBURSEMENT	660.00
0100	14976508	RON KASPER	1/23/2023	Parking Reimbursement	40.00
0100	14976509	MARIANA MESNIK	1/23/2023	SPED CONSULTING	2,650.00
0100	14976511	PAYTON'S TRUE VALUE HARDWARE	1/23/2023	M&O/Custodial 0000	714.47
0100	14976515	PEACEFUL PLAYGROUNDS INC.	1/23/2023	WG	537.67
0100	14976516	SAN DIEGO GAS & ELECTRIC	1/23/2023	MONTHLY GAS AND ELECTRIC	1,705.23
0100	14976517	SHRED IT	1/23/2023	SHREDDING	101.01
0100	14976518	SOCIAL STUDIES SCHOOL SERVICE	1/23/2023	LV GOLD RUSH-INT82SG	154.35
0100	14976519	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/23/2023	SUPPLIES CREDIT	(14.85)
0100	14976521	TRUE CABLE HOLDINGS, LLC	1/23/2023	TECH	1,731.99
0100	14976523	TIARA MAIYONE STOUDENMIRE	1/23/2023	MILEAGE REIMBURSEMENT	380.62
0100	14976524	WAXIE SANITARY SUPPLY	1/23/2023	M&O/Custodial	7,475.63
0100	14976525	WESTERN ENVIRONMENTAL & SAFETY	1/23/2023	ANALYZED AIR SAMPLES COLLECTED	1,989.00
0100	14977641	AAA WATER TENDER	1/26/2023	MOT	125.96
0100	14977642	ALLIED REFRIGERATION INC	1/26/2023	M&O/Maintenance	15.06
0100	14977643	ROCK AND BLOCK HARDSCAPE SUPPLY	1/26/2023	M&O/Maintenance	29.93
0100	14977644	AMAZON CAPITAL SERVICES, INC.	1/26/2023	OFF AND CLASSROOM SUPPLIES	13,601.47
0100	14977646	ANITA VILLLIANI BARNES, DBA	1/26/2023	M&O/Maintenance	4,859.10
0100	14977647	BEST VALUE GLASS	1/26/2023	M&O/Maintenance	220.89
0100	14977648	HERITAGE TRUCK PAINTING & AUTO COLLISION	1/26/2023	BUS REPAIR AND PARTS	850.30
0100	14977650	CAMEO PAPER & JANITORIAL	1/26/2023	M&O/Custodial	671.88
0100	14977651	CLARK SECURITY PRODUCTS	1/26/2023	SECURITY	2,642.44

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount larged to Fund
0100	14977652	CED-SAN DIEGO CONSOLIDATED ELECTRIC	1/26/2023	M&O/Maintenance	 52.79
0100	14977654	DAVE BANG ASSOCIATES INC OF CA	1/26/2023	LP - PLAYWORLD VERTICAL S ADVE	4,713.50
0100	14977655	CAL PACIFIC TRUCK CENTER, LLC	1/26/2023	TRANSPORTATION	557.66
0100	14977657	FERGUSON ENTERPRISES, INC	1/26/2023	MOT	1,815.75
0100	14977658	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/26/2023	MONTHLY COPIER LEASE AND COPIES	875.15
0100	14977659	LEARNING PLUS ASSOCIATES	1/26/2023	PREMIUM & INTERVENTION BUNDLE	3,098.25
0100	14977660	LYNN'S LOCKSMITH SERVICE	1/26/2023	M&O/Maintenance	7.04
0100	14977661	O'REILLY AUTO PARTS	1/26/2023	MOT	1,192.04
0100	14977664	SAFETY-KLEEN SYSTEMS, INC.	1/26/2023	TRANSPORTATION SUPPLIES	775.36
0100	14977665	SAN DIEGO COUNTY VECTOR	1/26/2023	ANNUAL MOSQUITO AND VECTOR DIS	194.60
0100	14977666	THOMPSON BUILDING MATERIALS	1/26/2023	DOOR REPLACEMENTS	761.28
0100	14977667	BORDER RECAPPING, LLC	1/26/2023	TRANSPORATION SUPPLIES	1,261.38
0100	14977668	TRANE U.S.INC	1/26/2023	MOT	46.50
0100	14977669	TURF STAR	1/26/2023	MOT	954.75
0100	14977670	VALLEY INDUSTRIAL SPECIALTIES, INC.	1/26/2023	PLUMBING SUPPLIES	980.33
0100	14977671	WESTERN SIGN & AWNING, INC.	1/26/2023	LED SCREEN /WALL MOUNTED Remai	18,000.00
0100	14978956	AAA WATER TENDER	1/30/2023	M&O/Maintenance	28.93
0100	14978957	AIR FILTER SUPPLY a CA CORPORATION	1/30/2023	M&O/Maintenance	4,912.26
0100	14978958	ALLIED REFRIGERATION INC	1/30/2023	M&O/Maintenance	247.75
0100	14978959	ALLIANCE FOR AFRICAN ASSISTANCE	1/30/2023	SPED/640	1,472.06
0100	14978960	APPLE INC.	1/30/2023	SPED Devices	487.80
0100	14978964	DANNIS WOLIVER KELLEY	1/30/2023	BLANKET LEGAL SERVICES-CHARTER	78.00
0100	14978965	DAVE BANG ASSOCIATES INC OF CA	1/30/2023	PLAYWORLD #BPL1150ORN CLIMBER	1,795.68
0100	14978966	GRAINGER	1/30/2023	M&O/Maintenance	60.61
0100	14978967	HELIX WATER DISTRICT	1/30/2023	WATER	1,851.97
0100	14978968	JOE L. FULCHER dba Inclusive Leadership	1/30/2023	INCLUSIVE LEADERSHIP AND EQUIT	12,095.79
0100	14978969	IMAGINE LEARNING, INC.	1/30/2023	CURRICULUM	490.00
0100	14978970	JUNIOR ACHIEVEMENT OF S.D.	1/30/2023	JA BIZTOWN VISIT 3/1/2023	3,900.00
0100	14978971	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/30/2023	MONTHLY LEASE AND COPIES	311.07
0100	14978973	NEW HAVEN YOUTH AND FAMILY SERVICES	1/30/2023	SPED CONSULTING	2,200.00
0100	14978974	OFFICE DEPOT, INC.	1/30/2023	CLASSROMM SUPPLIES	926.43
0100	14978975	PEACEFUL PLAYGROUNDS INC.	1/30/2023	ONLINE PLAYGROUND SUPERVISOR T	599.94
0100	14978977	SHRED IT	1/30/2023	SHREDDING	125.80
0100	14978978	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/30/2023	CLASSROOM SUPPLIES	1,219.91
0100	14978979	SPECIALIZED THERAPY SERVICES	1/30/2023	SPED SERVICES	5,504.00
0100	14978980	THERAPY TRAVELERS, LLC.	1/30/2023	SPED SERVICES	3,525.00
0100	14978981	UNION TRIBUNE PUBLISHING CO.	1/30/2023	SAN DIEGO UNION TRIBUNE INV 17	626.80
0100	14978982	WELLS FARGO VENDOR FINANCIAL SERVICES	1/30/2023	COPIER LEASE	300.42
0100 TOTAL				GENERAL	\$ 786,042.24

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount parged to Fund
0800	14977644	AMAZON CAPITAL SERVICES, INC.	1/26/2023	ASB SUPPLIES	6,853.39
0800 TOTAL				ASB	\$ 6,853.39
1200	14972755	CORODATA SHREDDING, INC.	1/12/2023	SHREDDING	5.00
1200	14972761	EDCO DISPOSAL CORPORATION	1/12/2023	GARBAGE DISPOSAL	107.66
1200	14972761	EDCO DISPOSAL CORPORATION	1/12/2023	GARBAGE DISPOSAL	63.24
1200	14972786	SAN DIEGO GAS & ELECTRIC	1/12/2023	MONTHLY GAS AND ELECTRIC	379.18
1200	14972786	SAN DIEGO GAS & ELECTRIC	1/12/2023	MONTHLY GAS AND ELECTRIC	832.06
1200	14974137	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/17/2023	COPIER LEASE AND COPIES	96.93
1200	14974145	SPARKLETTS	1/17/2023	BOTTLED WATER SERVICE	27.41
1200	14975095	LAKESIDE WATER DISTRICT	1/19/2023	ESS	14.43
1200	14975095	LAKESIDE WATER DISTRICT	1/19/2023	LEAPP	140.66
1200	14975098	MISSION FEDERAL CREDIT UNION	1/19/2023	MICHAE-GLUE STICKS, GLITTER, &	85.07
1200	14975098	MISSION FEDERAL CREDIT UNION	1/19/2023	MICHAE-SUPPLIES WINTER WONDERL	177.82
1200	14975098	MISSION FEDERAL CREDIT UNION	1/19/2023	OTC BR-BULK BEADED CANDY CANE	96.93
1200	14975098	MISSION FEDERAL CREDIT UNION	1/19/2023	SAMS C- SUPPLIES, STORAGE CONT	639.54
1200	14975098	MISSION FEDERAL CREDIT UNION	1/19/2023	SMART -BAKING SUPPLIES, SNACKS	78.71
1200	14975098	MISSION FEDERAL CREDIT UNION	1/19/2023	SMART -POPCORN, TABLE COVERING	70.99
1200	14975098	MISSION FEDERAL CREDIT UNION	1/19/2023	WAL-MA-POINSETTIA & CASE OF PA	57.55
1200	14975098	MISSION FEDERAL CREDIT UNION	1/19/2023	WAL-MA-SUPPLIES WINTER WONDERL	136.48
1200	14975098	MISSION FEDERAL CREDIT UNION	1/19/2023	WWW CO-FEIT 48" LED FILAM	107.73
1200	14975105	LAKESIDE UNION SCHOOL DISTRICT	1/19/2023		1,728.93
1200	14976504	DAVE & BUSTERS of CALIFORNIA, Inc.	1/23/2023	OPEN PURCHASE ORDER FOR 22-23	9,361.26
1200	14976513	PETER PIPER PIZZA	1/23/2023	OPEN PURCHASE ORDER FOR LUNCHE	2,386.10
1200	14977644	AMAZON CAPITAL SERVICES, INC.	1/26/2023	State PreK	64.06
1200	14978982	WELLS FARGO VENDOR FINANCIAL SERVICES	1/30/2023	ESS/205 #008	106.82
1200	14978982	WELLS FARGO VENDOR FINANCIAL SERVICES	1/30/2023	LEAPP LEASE - 005	999.75
1200 TOTAL				CHILD DEVELOPMENT	\$ 17,764.31
1300	14972757	COZZINI BROS, INC	1/12/2023	KNIFE SHARPENING	36.00
1300	14972758	DION & SONS, INC.	1/12/2023	FUEL	462.41
1300	14972759	DOMINO'S PIZZA	1/12/2023	CN/Broadline	12,872.19
1300	14972763	FOOD FOR THOUGHT, LLC	1/12/2023	BLANKET FOOD 4 THOUGHT, LLC	1,607.18
1300	14972765	GOLD STAR FOODS INC	1/12/2023	FOOD	1,638.30
1300	14972765	GOLD STAR FOODS INC	1/12/2023	FOOD	49,874.94
1300	14972765	GOLD STAR FOODS INC	1/12/2023	FOOD	2,713.69
1300	14972767	GOLD STAR FOODS INC	1/12/2023	FOOD	106.83
1300	14972769	HOLLANDIA DAIRY	1/12/2023	MILK	19,903.19
1300	14972798	SYSCO FOODS SERVICES	1/12/2023	CN/Broadline	1,114.32
1300	14974135	TAKKT AMERICA HOLDING INC	1/17/2023	CN SUPPLIES	443.93
1300	14974135	TAKKT AMERICA HOLDING INC	1/17/2023	CN SUPPLIES	198.69

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount narged to Fund
1300	14974135	TAKKT AMERICA HOLDING INC	1/17/2023	CN SUPPLIES	231.12
1300	14974135	TAKKT AMERICA HOLDING INC	1/17/2023	CN SUPPLIES	91.57
1300	14974141	INDIVIDUAL FOODSERVICE	1/17/2023	CN/770	1,476.90
1300	14974143	SMART & FINAL	1/17/2023	CN/Broadline	66.92
1300	14974145	SPARKLETTS	1/17/2023	BOTTLED WATER SERVICE	24.82
1300	14974146	LOEWY ENTERPRISES/SUNRISE PRODUCE CO	1/17/2023	CN/Produce	(247.50)
1300	14974146	LOEWY ENTERPRISES/SUNRISE PRODUCE CO	1/17/2023	PRODUCE	13,336.78
1300	14975093	INNOSEAL SYSTEMS, INC.	1/19/2023	INNOSEAL TAPE-PAPER ROLLS	250.00
1300	14975094	K GRAPHICS POSTERS	1/19/2023	CN/770	458.00
1300	14975098	MISSION FEDERAL CREDIT UNION	1/19/2023	MARECH-MEETING	394.42
1300	14975098	MISSION FEDERAL CREDIT UNION	1/19/2023	SPROUT-FOOD FOR SPECIAL DIETS	59.59
1300	14975101	P&R PAPER SUPPLY COMPANY, INC.	1/19/2023	CN/770	3,772.43
1300	14975105	LAKESIDE UNION SCHOOL DISTRICT	1/19/2023		220.00
1300	14975109	VERIZON WIRELESS	1/19/2023	CN	49.92
1300	14975110	WEBB'S RV SUPPLY	1/19/2023	CN/770500	30.61
1300	14976499	AT&T	1/23/2023	CN	18.02
1300	14976500	BAK-RE-PAIR, INC.	1/23/2023	BAK-RE-PAIR- LABOR	302.40
1300	14976500	BAK-RE-PAIR, INC.	1/23/2023	BAK-RE-PAIR-LABOR	170.10
1300	14976500	BAK-RE-PAIR, INC.	1/23/2023	BAK-RE-PAIR-PARTS	80.81
1300	14976500	BAK-RE-PAIR, INC.	1/23/2023	BAK-RE-PAIR-SHIPPING	12.81
1300	14976500	BAK-RE-PAIR, INC.	1/23/2023	BAK-RE-PAIR-TRAVEL	113.40
1300	14976500	BAK-RE-PAIR, INC.	1/23/2023	BAK-RE-PAIR-TRAVEL CHARGE	113.40
1300	14976503	CINTAS CORPORATION	1/23/2023	CN/770	103.08
1300	14976505	DION & SONS, INC.	1/23/2023	CN/770	205.23
1300	14976512	INDIVIDUAL FOODSERVICE	1/23/2023	CN/770	1,777.50
1300	14976520	SYSCO FOODS SERVICES	1/23/2023	CN/Broadline	469.30
1300	14977644	AMAZON CAPITAL SERVICES, INC.	1/26/2023	CN/Admin	563.68
1300	14977644	AMAZON CAPITAL SERVICES, INC.	1/26/2023	CN/Broadline	359.80
1300	14978963	CULLIGAN	1/30/2023	CN/770	60.75
1300 TOTAL				CHILD NUTRITION	\$ 115,537.53
2139	14972751	BLUE COAST CONSULTING	1/12/2023	SOLAR	18,920.00
2139	14972754	CLIMATEC, INC.	1/12/2023	BOND (Solar/Kitchen)	639,971.25
2139	14972768	MGT OF AMERICA, LLC	1/12/2023	FACILITY SUPPORT SERVICES BLAN	13,200.00
2139	14976522	TELACU CONSTRUCTION MANAGEMENT, INC	1/23/2023	CONSTRUCTION MANAGEMENT SERVIC	3,640.00
2139	14977656	ESR CONSTRUCTION INC.	1/26/2023	TDS GYM 2122 Contract, C/O #3	40,195.45
2139 TOTAL				BOND	\$ 715,926.70
2519	008373	PACIFIC MOBILE STRUCTURES, INC.	1/19/2023	Trailer Rental	848.00
2519 TOTAL		A STANDARD OF AN AND AND AND AND AND AND AND AND AND		CAPITAL FACILITIES	\$ 848.00
4000	14972754	CLIMATEC, INC.	1/12/2023	Finance	472,576.00

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	c	Amount Charged to Fund
4000 TOTAL				SPECIAL RESERVE FUND/PROJECTS	\$	472,576.00
6200	14972750	BARONA BAND OF MISSION INDIANS	1/12/2023	BICS		140.63
6200	14974133	CURRICULUM ASSOCIATES LLC	1/17/2023	BICS CURRICULUM		24,150.00
6200	14975090	BARONA BAND OF MISSION INDIANS	1/19/2023	BICS RENTAL AND FURL		16,748.12
6200	14975106	SPECIALIZED THERAPY SERVICES	1/19/2023	BICS SERVICES		5,478.51
6200	14975108	U.S. BANK CORPORATE PYMT SYS	1/19/2023	BIC CREDIT CARD		724.21
6200	14975111	ZOOM VIDEO COMMUNICATIONS, INC.	1/19/2023	FEES		1,800.00
6200	14978976	SAN DIEGO COUNTY OFFICE OF ED	1/30/2023	SDCOE FASD CONFERENCE		400.00
6200 TOTAL				BARONA CHARTER	\$	49,441.47
6201	14972756	COX COMMUNICATIONS	1/12/2023	RVCS/6201		990.00
6201	14972761	EDCO DISPOSAL CORPORATION	1/12/2023	GARBAGE DISPOSAL		237.35
6201	14972781	PRESTWICK HOUSE, INC.	1/12/2023	RVCS		1,519.05
6201	14972786	SAN DIEGO GAS & ELECTRIC	1/12/2023	MONTHLY GAS AND ELECTRIC		4,036.52
6201	14972787	SARAH A. SPERO	1/12/2023	NUTRIENT ANALLYSIS FOR BREAKFA		825.00
6201	14974145	SPARKLETTS	1/17/2023	BOTTLED WATER SERVICE		41.32
6201	14974149	WAXIE SANITARY SUPPLY	1/17/2023	MOT SUPPLIES		222.72
6201	14975095	LAKESIDE WATER DISTRICT	1/19/2023	RVCS		407.66
6201	14975105	LAKESIDE UNION SCHOOL DISTRICT	1/19/2023	REVOLVING CASH		220.13
6201	14976499	AT&T	1/23/2023	RVCS		92.65
6201	14976501	BRIGHAM YOUNG UNIVERSITY	1/23/2023	SY 2022-2023 (HSS ENROLLMENT)		180.00
6201	14976514	PITNEY BOWES INC.	1/23/2023	SUPPLIES		104.94
6201	14976519	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/23/2023	SUPPLIES		500.56
6201	14977649	CALIFORNIA COAST CREDIT UNION	1/26/2023	CREDIT CARD		3,568.11
6201	14977653	DATEL SYSTEMS INCORPORATED	1/26/2023	CISCO SMARTNET		525.00
6201	14977663	PSAT/NMSQT	1/26/2023	STANDARD ONLINE TEST		482.00
6201	14978955	AARDVARK ANT & PEST CONTROL, INC	1/30/2023	EVERY OTHER MONTH COMMERICAL		604.00
6201	14978961	BUDGET CHALLENGE	1/30/2023	2022-2023 BUDGET PROGRAM PLUS		480.00
6201	14978962	BRIGHAM YOUNG UNIVERSITY	1/30/2023	HSS ENROLLMENT		3,300.00
6201	14978972	MRC	1/30/2023	SUPPLIES		1,236.25
6201 TOTAL				RIVER VALLEY CHARTER	\$	19,573.26
				GRAND TOTAL	\$	2,184,562.90

Governing Board Meeting Date:	FEBRUARY, 9 2023
Agenda Item:	
REVOLVING CASH FUND REGISTER	
Background (Describe purpose/	rationale of the agenda item):
LISTING OF ALL TRANSACTIONS PRIOR TO BOARD MEETING	(REIMBURSEMENTS, MILEAGE EXPENSES ETC) FOR THE MONTH
Fiscal Impact (Cost):	
\$ 23,121.91	
Funding Source:	
GENERAL FUND, DONATION ACCO	DUNTS, ETC.
Addresses Emphasis Goal(s):	
☐ #1: Academic Achievement Recommended Action:	☐ #2: Social Emotional ☐ #3: Physical Environments
☐ Informational	☐ Denial/Rejection
□ Discussion	☐ Ratification
☑ Approval☐ Adoption	☐ Explanation: Click here to enter text.
Originating Department/School	: Business Services
Submitted/Recommended By:	Approved for Submission to the Governing Board:
Am Dan's	Paroda Saula
Lisa Davis, Assistant Superinter	Dr. Rhonda Taylor, Superintendent
Reviewed by Cabinet Member _	<u> </u>

LAKESIDE UNION SCHOOL DISTRICT RCF 2223-011 & RCF PR 2223-002

Date	Ck#	Name	Memo/Description	Check Amount
12/21/2022	40144	Jordan Cushman	December payroll adjustment	217.02
1/5/2023	40145	AMC Plaza Bonita	ESS - Theater Tickets	1,660.75
1/6/2023	40146	Steven Barta	December payroll lost in mail	2,892.59
1/9/2023	40147	Peter Smith Jr.	VOID-Wrong amount	-
1/9/2023	40148	Peter Smith Jr.	Nov 2022 Pay PCA#3616 4 Sub Days in Sept	4,437.42
1/10/2023	40149	Sonia Willis	Sub days for Sept/Nov 2022	2,034.34
1/11/2023	40150	Johanna Aiken	Retirement Incentive- Year 2	9,869.42
1/13/2023	40151	Maria Arias	Smore Educator Account	79.00
1/13/2023	40152	Richard Benzing	AC Caapacitor & Toilet Tissue Dispenser	97.88
1/13/2023	40153	Mirna Bernal	ELAC Meeting - Donuts & Supplies	26.78
1/13/2023	40154	Lucretia Browning	Home Depot - Cornhole Supplies	72.20
1/13/2023	40155	Nathan Burd	(3) Staplers	17.34
1/13/2023	40156	Michele Conyers	Refund of J. Conyers School Lunch Account	220.00
1/13/2023	40157	Lisa DeRosier	Refreshments for District Meetings	23.96
1/13/2023	40158	Gina Henke	FEDEX 6th Grade Camp Forms	28.15
1/13/2023	40159	Steve Hunsberger	Markers, Aquarium, Frozen Fish Food, Aquatic Plants	122.25
1/13/2023	40160	Summer Kunkel	November & December 2022 Mileage Reimbursement	25.06
1/13/2023	40161	Audrey Lent	Snacks for FSA Meetins - Smart & Final and Little Caesars	268.67
1/13/2023	40162	Aubri McWay	TP - New Year's Informative Passages	8.00
1/13/2023	40163	Kim Messina	NY & DC Payments, Santa Hats, Show Chior Props	505.73
1/13/2023	40164	Alana Miller	Walmart - Batteries, Command Picture Hooks, Wrap	26.24
1/13/2023	40165	Kelli Morrissey	Cookies for Class Decoration, Popcorn, Ham for Green Eggs & Ham	49.92
1/13/2023	40166	David Myers	1/9/23 6th Grade Camp U-Haul Rental	139.74
1/13/2023	40167	Jana Paper	Elf Headband, Cotton Balls, Garland, Ziploc Bags	61.33
1/13/2023	40168	Julie Strate	Boom Cards - Basic Concepts & Passage & Short Stories	40.80
1/13/2023	40169	Sharon Sullinger	\$Tree & Walmart - Christmas Gnomes, Gift Wrap	60.20
1/13/2023	40170	David Tupper	Garden Supplies	98.86
1/13/2023	40171	Heather Watson	Bale of Hay For Winter Event	18.26
1/13/2023	40172	Keri Wutzke	B.S. Supplies - Halloween	20.00

23,121.91

Governing Board Meeting Date:	February 9, 2023
Agenda Item:	
Ratification of Purchase Orders and	d Change Orders Listing (January 1, 2022, to January 31, 2022)
Background (Describe purpose/	rationale of the agenda item):
pursuant to the authority granted staff to purchase supplies, materia Contract Code 20111. In addition,	all purchase orders and change orders that have been created under Education Code 17605 and Board Policy 3300 that authorizes als, equipment, and services up to the amounts specified in Public the Governing Board should review and ratify all purchase orders 2 through January 31, 2022 is attached.
Fiscal Impact (Cost):	
\$716,202.48	
Funding Source:	*
General Fund Total: \$702,273.39, Child Nutrition Total: \$2,947.56, Be	Student Body ASB Total: \$0.00, Child Development Total: \$8,595.03 and Fund Total: \$2,386.50
Addresses Emphasis Goal(s):	
☐ #1: Academic Achievement Recommended Action:	☐ #2: Social Emotional ☐ #3: Physical Environments
☐ Informational	☐ Denial/Rejection
□ Discussion□ Approval□ Adoption	☑ Ratification☐ Explanation: Click here to enter text.
Originating Department/School	: Business Services
Submitted/Recommended By:	Approved for Submission to the Governing Board:
Lisa Davis, Assistant Superinten	dent Dr. Rhonda Taylor, Superintendent
Reviewed by Cabinet Member _	

FEB 2023 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	W. ST	Total
		THE RESERVE TO THE PROPERTY OF		Technology	All Services	149,175.00
	DATEL SYSTEMS INCORPORATED	LV Switch Project-ERATE Bid		65		
0000008733	DALE SCOTT & COMPANY, INC.	DSC Annual Debt Transparency		Business Services		2,692.22
0000008734	NCS PEARSON, INC	A103000072486 Q-INTERACTIVE ES	0100	Special Education		2,100.00
0000008735	CPI	NONVIOLENT CRISIS INTERVENTION	0100	Special Education		4,578.30
0000008737	AMAZON CAPITAL SERVICES, INC.	2023 Health/Student Support	0100	Health Services		1,000.00
	AMAZON CAPITAL SERVICES, INC.	2023 Health/Student Support	0100	Pupil Services		1,000.00
	SCHOOL DATEBOOKS, INC.	5thGrade Planners 22/23		Riverview		80.00
		SKU:260-1600 SONDAY SYSTEM 1 D		Special Education		27,964.37
	WINSOR LEARNING, INC					13040 MAY 19 75019 124
	ARMANDO FLORES/ROYAL LINES CHARTER,LLC	SC TRIP		Lakeside Middle School		1,638.50
0000008741	FESTIVALS OF MUSIC, INC.	SHOW CHOIR PERFORMANCE		Lakeside Middle School		2,545.06
0000008742	APPLE INC.	2023 District Apps	0100	Technology		1,000.00
0000008745	SAN DIEGO COUNTY OFFICE OF ED	EFFECTIVE EDUCATIONAL & BEHAVI	0100	Psychology Services		200.00
0000008747	MARIANA MESNIK	2022-23 ERMHS Assessments	0100	Special Education		34,000.00
	CELEBRATE LIFE	Management and Business Profes	0100	Superintendent		13.50
	ERGOSTOP, INC	Chair for A. Fitzpatrick		Human Resources		706.58
	CONTROL OF THE PROPERTY OF THE	** Dec		Special Education		50,000.00
	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	2023 SPED Legal Services				No. 150 with 10 to - or spile.
	SAN DIEGO GULLS HOCKEY CLUB, LLC	LP - HOCKEY TICKETS		Lindo Park		1,600.00
	VALLEY INDUSTRIAL SPECIALTIES, INC.	2023 PLUMBING SUPPLIES		Maintenance & Operations		5,000.00
0000008754	DATEL SYSTEMS INCORPORATED	LP SWITCH PROJECT	0100	Technology		146,785.79
0000008757	ACSA	DISTRICT MEMBERSHIP	0100	Superintendent		1,000.00
0000008758	ONE STONE APPAREL INC	PE SHIRTS	0100	Lakeside Middle School		410.00
	STAGERIGHT CORPORATION	RISERS	0100	Lakeside Middle School		8,990.00
	OFFICE DEPOT, INC.	2023 - STUDENT SUPPORT		Pupil Services		538.75
	SHARTON STATE OF THE CONTROL OF THE			Pupil Services		538.75
	SOUTHWEST SCHOOL & OFFICE SUPPLY	2023 - STUDENT SUPPORT		- Company of the Comp		
	AMAZON CAPITAL SERVICES, INC.	WG - TK ORDER		Education Services		130.68
	SAN DIEGO COUNTY OFFICE OF ED	EQUITY CONFERENCE		Education Services		4,700.00
0000008765	JOE L. FULCHER dba Inclusive Leadership	INCLUSIVE LEADERSHIP AND EQUIT	0100	Special Education		50,000.00
0000008767	LAMAR TEXAS LIMTED PARTNERSHIP	BILLBOARD	0100	Superintendent		3,500.00
0000008771	SCHOOL SPECIALTY, INC	EXPLODE THE CODE 1-4	0100	Education Services		1,396.69
	IDENT-A-KID SERVICES OF AMERICA, INC.	LV - IDENT A KID BLUE LABELS	0100	Lakeview		121.00
	FRANKIE SURBER	2022-23F. Surber Mileage Reim		Special Education		5,000.00
				AND THE PROPERTY AND TH		5,000.00
	TIARA MAIYONE STOUDENMIRE	2023 T. Stodenmire Mileage		Special Education		
	LRP PUBLICATIONS	LRP'S NATIONAL INSTITUTE ON LE		Special Education		7,750.00
0000008776	HERITAGE TRUCK PAINTING & AUTO COLLISION	PARTS/LABOR BUS #60		Transportation		850.30
0000008777	AIR POLLUTION CONTROL DISTRICT	ANNUAL PERMIT FOR DIESEL PARTI	0100	Transportation		777.00
0000008778	dba Encore Performing Arts Showcase, Inc	SC DANCE COMPETITION	0100	Lakeside Middle School		5,962.00
	DAVE BANG ASSOCIATES INC OF CA	LC REPLACEMENT SLIDE	0100	Maintenance & Operations		1,365.62
	SAN DIEGO COUNTY VECTOR	ANNUAL MOSQUITO AND VECTOR DIS		Maintenance & Operations		194.60
	JUNIOR ACHIEVEMENT OF S.D.	JA BIZTOWN VISIT 3/1/2023		Riverview		3,900.00
				Technology		1,800.00
	DATEL SYSTEMS INCORPORATED	ON SITE LABOR NETWORK INFRASTR				CO. C.
	CDW GOVERNMENT, INC.	MICROSOFT SURFACE LAPTOP 5-15		Technology		2,796.54
0000008787	AED BRANDS, LLC	AED PADS		Health Services		850.53
0000008788	CALIF SCHOOL NURSES ORGANIZATION	CSNO 73RD ANNUAL CONFERENCE	0100	Health Services		1,340.00
0000008789	WCM WASTE & COMPLIANCE MANAGEMENT, INC.	SMS2400 CASE -ISOLYZER2400 CON	0100	Health Services		219.16
0000008790	JEWELL ENTERPRISES SO LLC	LIAISON BUSINESS CARDS	0100	Pupil Services		203.64
	JEWELL ENTERPRISES SO LLC	BUSINESS CARDS - DENISE		Health Services		67.88
	COUNTY OF SCHOOLS SERVICE FUND	STUDENT DISCIPLINE CONFERENCE		Pupil Services		185.00
				And the second		316.49
	AMAZON CAPITAL SERVICES, INC.	AMAZON - DESK, WHITEBOARD		Pupil Services		
	DATEL SYSTEMS INCORPORATED	NOC Project Fiber Patch/Hyper		Technology		3,980.29
	PREMIERE MARKETING, INC dba BULK BOOKS.C	BulkBooks-LV		Lakeview		322.60
0000008796	FIRST STUDENT, INC.	2022-23 SPED Transportation		Special Education		50,000.00
	MICHELLE FURMAN, M.S., P.T	2023 SPED PT Services	0100	Special Education		22,000.00
	APPLE INC.	10.9-INCH IPAD AIR WIFI 64GB S	0100	Technology		25,170.33
	CDW GOVERNMENT, INC.	ASUS CHROMEBOOK FLIP CR1 CR110		Technology		439.22
	DDB UNLIMITED, INC.	DDB Storage Containers-TECH		Technology		16,950.73
		TO THE CONTRACT OF THE CONTRAC		ESS/ASES/PreSchool		2,078.34
	HOME DEPOT CREDIT SERVICES	LP ESS - APPLIANCES				
	AMAZON CAPITAL SERVICES, INC.	LV - BOOK ORDER		Lakeview		2,700.00
	TOTAL VISION PC, INC.	TOTAL VISION PC INVOICE 354		Special Education		879.00
0000008811	AMAZON CAPITAL SERVICES, INC.	HP COLOR LASERJET PRO M283FDW		Pupil Services		469.00
0000008812	UNION TRIBUNE PUBLISHING CO.	SAN DIEGO UNION TRIBUNE INV 17	0100	Special Education		626.80
	DATEL SYSTEMS INCORPORATED	HP WORKSTATION Z2 G5, WOLF PRO	0100	Technology		2,963.13
	dba CONNECT4KIDS PSYCHOLOGICAL SERVICES,	IEE Psyc Ed Assessment		Psychology Services		3,710.00
000000013	The state of the s				S	674,273.39
					•	014,275.55
					_	
					S	
0000008743	SCHOOL SPECIALTY, INC	LF TK Furniture (Cabinets)	1200	Education Services		6,374.22
	PRICE CHOPPER WRISTBANDS	2023 PRICE CHOPPER WRISTBANDS	1200	ESS/ASES/PreSchool		2,000.00
	LAKESHORE LEARNING MATERIALS	WG - TK ORDER ARIAS		Education Services		220.81
333333702					\$	8,595.03
					-	5,575100
0000000	DENOGRAL GUICEPAG ING	ON INDICERT TARE PARED BOLLS	1200	Child Nutrition		222.00
	INNOSEAL SYSTEMS, INC.	CN - INNOSEAL TAPE-PAPER ROLLS		Child Nutrition		222.00
	BAK-RE-PAIR, INC.	BAK-RE-PAIR LABOR/PARTS/TRAVEL		Child Nutrition		502.69
	BAK-RE-PAIR, INC.	CN - TRAVEL/LABOR		Child Nutrition		283.50
0000008781	BAK-RE-PAIR, INC.	LABOR/PARTS TRUCK CHARGE	1300	Child Nutrition		838.79

PO CHANGE ORDERS

0000008802	4IMPRINT, INC. BAK-RE-PAIR, INC. BAK-RE-PAIR, INC.	POLO'S FOR NEW EMPLOYEES CN - PARTS/LABOR/TRUCK CHARGE CN - PARTS/LABOR/TRUCK CHARGE	1300	Child Nutrition Child Nutrition Child Nutrition	s	107.29 696.93 296.36 2,947.56
0000008814	DIVISION OF THE STATE ARCHITECT	LF INVOICE 14357	2139	Business Services	s	2,386.50 2,386.50

TOTAL PURCHASE ORDERS \$ 688,202.48

PO CHANGE ORDERS 2

FEB 2023 CHANGE ORDERS

PO No.	Supplier	PO Ref	Func	I Site/Dept	4027	Total
0000008521	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O PO 8521 - ADD BEHAVIORAL CHART STRING	0100	Education Services		1,000.00
0000008171	KYOCERA DOCUMENT SOLUTIONS WEST, I	. C/O PO 8171 INCREASE	0100	Education Services		2,000.00
0000007994	HOME DEPOT CREDIT SERVICES	C/O PO 7994 INCREASE		Transportation		5,000.00
0000008534	CC AUTISM SPECTRUM CONSULTANT LLC	C/O PO 8534 - INCREASE CC AUTISM SPECTRUM CONSULTANT	0100	Transportation	_	20,000.00
					\$	28,000.00
					_	0.00
					\$	-
						200.000
						0.00
					\$	
					_	0.00
					\$	-
					_	0.00
					\$	

TOTAL CHANGE ORDERS \$ 28,000.00

 TOTAL (01) GENERAL FUND CO's
 28,000.00

 TOTAL (08) ASB FUNDS
 0.00

 TOTAL (12) CHILD DEVELOPMENT
 0.00

 TOTAL (13) CHILD NUTRITION
 0.00

 TOTAL (21) BOND FUNDS
 0.00

PO CHANGE ORDERS

Governing Board Meeting Date:	FEBRUARY 9, 2023
Agenda Item: Ratification of P Card expenditu	ure transactions for the month of DEC 2022.
Background (Describe purpose/	rationale of the agenda item):
It is recommended that The charged to District P Cards for the	Governing Board approve/ratify expenditure transactions ne month of Dec 2022.
Fiscal Impact (Cost):	
\$13,707.67	
Funding Source:	
General Fund Total: \$11,802.84 \$454.01,	4, Child Development Fund Total: \$1,450.82, Child Nutrition:
Addresses Emphasis Goal(s):	
☐ #1: Academic Achievement Recommended Action:	☐ #2: Social Emotional ☐ #3: Physical Environments
□ Informational	□ Denial/Rejection
□ Discussion☑ Approval□ Adoption	☑ Ratification☐ Explanation: Click here to enter text.
Originating Department/School	
Submitted/Recommended By:	Approved for Submission to the Governing Board:
Lisa Davis, Assistant Superinten	dent Dr. Rhonda Taylor, Superintendent
Reviewed by Cabinet Member _	

DECEMBER 2022 P-CARD TRANSACTIONS

		FIN.TRANSACTION AMOU! MCH.MERCHANT NAV FUNI		ALADAMATIC PROPERTY AND IN	FUNC	OBJECT	CONTRACTOR OF THE PERSON NAMED IN	UNIT	FIN.EXPENSE DESCRIPTION
BEISIGL, BRIAN	12/30/2022	221.41 THE HOME DEPOT #1848 0100	0000000	0000	7700	4300000		730	SUPPLIES FOR TDS INSTALLATION PROJECT
BEISIGL,BRIAN	12/04/2022	228.29 AMAZON WEB SERVICE 0100	0000000	0000	7700	5800000		730	MONTHLY CLOUD HOSTING
BEISIGL,BRIAN	12/04/2022	697.38 RESIDENCE INN 0100	0000000	0000	7200	5200010	189	730	HOTEL B.BEISIGL, A.NEWMARK CITE TECH CONFERENCE
BEISIGL,BRIAN	12/04/2022	1.56 RESIDENCE INN 0100	0000000	0000	7200	5200010	189	730	HOTEL B. BEISIGL, A.NEWMARK CITE TECH CONFERENCE
BOWMAN,ROBYN	12/18/2022	57.55 WAL-MART #2253 1200	6105000	0001	1000	4300000	376	205	POINSETTIA & CASE OF PAPER
BOWMAN, ROBYN	12/15/2022	70.99 SMART AND FINAL 929 1200	6105000	0001	1000	4300000	376	205	POPCORN, TABLE COVERING, & 16 CUPS
BOWMAN, ROBYN	12/13/2022	177.82 MICHAELS STORES 3256 1200	6105000	0001	1000	4300000	376	205	SUPPLIES WINTER WONDERLAND CELEBRATION
BOWMAN,ROBYN	12/13/2022	136.48 WAL-MART #1917 1200	6105000	0001	1000	4300000	376	205	SUPPLIES WINTER WONDERLAND CELEBRATION
BOWMAN, ROBYN	12/07/2022	85.07 MICHAELS STORES 325¢ 1200	6105000	0001	1000	4300000	376	205	GLUE STICKS, GLITTER, & CHRISTMAS WREATH
BOWMAN, ROBYN	12/06/2022	107.73 WWW COSTCO COM 1200	6105000	0001	1000	4300000	376	205	FEIT 48" LED FILAMENT STRING LIGHT SET, BLACK, 1 PACK
BOWMAN, ROBYN	12/02/2022	78.71 SMART AND FINAL 929 1200	6105000	0001	1000	4300000	376	205	BAKING SUPPLIES, SNACKS & CLEANING SUPPLIES
	12/02/2022	639.54 SAMS CLUB #6235 1200	6105000	0001	1000	4300000	376	205	SUPPLIES, STORAGE CONTAINER, SNACKS, ETC.
				1000			-		BULK BEADED CANDY CANE CRAFT, PICTURE FRAME
BOWMAN,ROBYN	12/01/2022	96.93 OTC BRANDS INC 1200	6105000	0001	1000	4300000	376	205	MAGNET, & SILVER BELLS
COX,GRACE	12/22/2022	30 SYNTHESIA LIMITED 0100	0952100	1110	1000	5800092		190	ACCESS
	12/18/2022	250 ROBOTICS EDUCATION 0100	9010208	1110	1000	4300000		270	ROBOTICS
The second secon	12/18/2022	350 ROBOTICS EDUCATION 0100	9010201	1110	1000	4300000		270	ROBOTICS
The state of the s	12/18/2022	350 ROBOTICS EDUCATION 0100	9010208	1110	1000	4300000		270	ROBOTICS
	12/18/2022	175 SCRIPPS SPELLING BEE 0100	952100	1110	1000	4300000		270	SPELLING BEE
	12/11/2022	269.38 DIESEL PRINT CO., LLC 0100	9010208	1110	1000	5800000		270	ROBOTICS SHIRTS
	12/08/2022	74.6 RADIO WORKS USA INC 0100	1100000	1110	1000	4300000		270	BATTERY FOR WALKIES
	12/14/2022		9010672	1110	1000	4300000		250	SHIRTS - CHORUS
The state of the s				1110	1000	4300000		250	CHORUS COSTUMES
	12/13/2022	760.82 WEISSMAN'S THEATRIC 0100	9010672	1110	1000	5800076		250	COMPETITION REGISTRATION
	12/04/2022	100 FESTIVALS OF MUSIC 0100	9010672						
	12/01/2022	62.17 BLANK SHIRTS, INC. 0100	9010672	1110	1000	4300000		250	SHIRTS - CHORUS
MURPHY, JERRED C		50.75 LIVING WATER 0100	9065000	7110	1000	4300000		205	DRINKING WATER BOTTLE RFILLS FOR CENTER
DRAHOOD,SAMANTH		1562 ROYAL LINES CHARTEF 0100	9010623	1110	1000	5800085		250	SPLIT - KNOTT'S BERRY FARM LMS (50%)
DRAHOOD, SAMANTH		1562 ROYAL LINES CHARTEF 0100	9010623	1110	1000	5800085		270	SPLIT - KNOTT'S BERRY FARM TDS (50%)
DRAHOOD, SAMANTH		421.96 SOUTHWEST AIRLINES 0100	0000000	0000	7200	5200010		610	R. TAYLOR - SCHOOL NUTRITION ASSOCIATION CONFERENCE
DRAHOOD, SAMANTH		421.96 SOUTHWEST AIRLINES 0100	0000000	1110	2700	5200010		610	CONFERENCE
DRAHOOD, SAMANTH		421.96 SOUTHWEST AIRLINES 0100	0000000	1110	2700	5200010		610	K. GILBERT - SCHOOL NUTRITION ASSOCIATION CONFERENCE
DRAHOOD, SAMANTH	12/04/2022	421.96 SOUTHWEST AIRLINES 0100	0000000	1110	2700	5200010		610	CONFERENCE
DRAHOOD, SAMANTH	12/04/2022	421.96 SOUTHWEST AIRLINES 0100	0000000	1110	2700	5200010		610	J. MIETZEL - SCHOOL NUTRITION ASSOCIATION CONFERENCE
DRAHOOD, SAMANTH	12/04/2022	421.96 SOUTHWEST AIRLINES 0100	0000000	1110	2700	5200010		610	P. MACIAS - SCHOOL NUTRITION ASSOCIATION CONFERENCE
DRAHOOD, SAMANTH	12/04/2022	421.96 SOUTHWEST AIRLINES 0100	0000000	1110	2700	5200010	189	610	J. ROSA - SCHOOL NUTRITION ASSOCIATION CONFERENCE
DRAHOOD, SAMANTH	12/04/2022	421.96 SOUTHWEST AIRLINES 0100	0000000	1110	2700	5200010	189	610	T. GREEN - SCHOOL NUTRITION ASSOCIATION CONFERENCE
OWENS, TODD	12/07/2022	392.64 ASR PAINT SPRAYER P# 0100	8150000	0000	8100	5800000	189	710	REBUILD PAINT SPRAYER.
ROSA,JIM	12/23/2022	86.2 B&H PHOTO 800-606-696 0100	952100	1110	1000	4300000	343	110	ANCHOR AUDIO SPEAKER CABLE
ROSA,JIM	12/04/2022	239.25 MUSIC IS ELEMENTARY 0100	9010601	1110	1000	4300000	343	110	FLUTOPHONE FOR CORTES/REYNOLDS
	12/02/2022	192 EDUCATION4EQUITY 0100	1100000	1110	1000	4300000	343	110	CAST PRACTICE TEST TEACHER AND STUDENT EDITIONS
SINATRA, CHRISTINE		450 SAN DIEGO COUNTY SL 0100	1100000	0000	7200	5200010	189	650	TRAINING
	12/23/2022	394.42 MARECHIARO S ITALIA 1300	5310000	0000	3700	5200010	189	770	MEETING
	12/15/2022	59.59 SPROUTS 1300	5310000	0000	3700	4700000		770	FOOD FOR SPECIAL DIETS
TAYLOR, RHONDA L		20 ACE PARKING 1331 0100	0000000	0000	7200	5200010		610	PARKING FOR R TAYLOR AT CSBA CONFERENCE

s 13,707.67

Governing Board Meeting Date: 2	2/9/2023
Agenda Item: Approval to recognize classified pobetween the District and CSEA and i	osition, Theater Tech, and approve of the MOU for the position its Chapter 240.
been working in the capacity for s California School Employees Associa	he position of Theater Tech, which an employee of the District has several years. The attached MOU between the District and the ation (CSEA) and its Chapter 240, as well as the job description, e classified unit and also addresses retroactive pay for sick leave,
Fiscal Impact (Cost):	
TBD	
Funding Source:	
N/A	
Addresses Emphasis Goal(s):	
☐ #1: Academic Achievement Recommended Action:	☐ #2: Social Emotional ☐ #3: Physical Environments
☐ Informational	☐ Denial/Rejection
□ Discussion☑ Approval	□ Ratification□ Explanation: Click here to enter text.
□ Adoption	
Originating Department/School:	Business Services
Submitted/Recommended By:	Approved for Submission to the Governing Board:
Rusaus	Pronda Jayla
Lisa Davis, Assistant Superintend	ent Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

MEMORANDUM OF UNDERSTANDING BETWEEN THE LAKESIDE UNION SCHOOL ("DISTRICT") AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ("CSEA") AND ITS CHAPTER 240

The above parties have met and hereby agreed to the following new classified job description, Theater Tech Position (attached) regarding employee Jamie Georgi (hereinafter "GEORGI").

GEORGI has been working for Lakeside Union School District (hereinafter "DISTRICT") more than three (3) years as a Theater Tech and has worked in this capacity well in excess of the 195 days allowed in section 45103 of the California Education Code.

The parties agree that GEORGI will be offered a 10 month/4 hours per week permanent position as a Theater Tech. In addition, the parties agree to the following;

1) GEORGI will retroactively be provided statutory benefits while working at the DISTRICT related to wages and leave accrual (i.e. sick leave, vacation, holiday, floating holiday, etc.) for a total of three (3) years.

FOR THE DISTRICT:	FOR CSEA:
Lisa Davis Assistant Superintendent	David Myers, CSEA 240 Chapter President Joni Culins 12/16/2022
	Joni Collins, Labor Relations Representative CSEA Approved 1/19/2023
Board Approval Date	



Job Description

Title: Theater Technician	FLSA Status: Non-Exempt	Months: Short-Term
Supervisor: Principal	Supervises: N/A	Range: 9
Department: School Site	Bargaining Unit: Classified	Approved:

JOB SUMMARY:

Under the direction of the Principal or Teacher, assist in the utilization and maintenance of the theater facility and equipment including the theater rigging, stage, and sound and lighting systems. Assist students with use of sound and lighting equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assist in the utilization and maintenance of theater, rigging, sound and lighting systems; assist in various aspects of facility operations as requested.
- Theater and Technical support for District and outside user groups during scheduled events.
- Assist with communication to staff, administration, and community to ensure best use of the theater facility
 and for the purpose of conveying and/or receiving information.
- Operate various hand and power tools to set up for events; roll out floors and perform related activities involved in the set up and tear down of events.
- Operate a computer and assigned software; operate standard office equipment as assigned.
- Assist in the training and direction to students in the effective and safe use of technical theater lighting, rigging, and sound equipment.
- Lift and carry equipment weighing up to 50 pounds.
- Interpersonal skills using tact, patience and courtesy.

OTHER DUTIES:

• Perform other duties as assigned.

QUALIFICATIONS:

- Theatrical sound and lighting technology.
- Theatrical terminology, stage rigging, scenic construction technology, and theatrical production equipment.
- Interpersonal skills including tact, patience and courtesy.
- Modern office practices, procedures and equipment.
- Operation of a computer and assigned software.
- Use and safety of hand and power tools.

EDUCATION AND EXPERIENCE:

• High School Diploma or Equivalent.

WORKING CONDITIONS:

• Indoor/Theatre environment.

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.

Governing Board Meeting Da	
	te: 2/9/2023
Agenda Item:	
Award Bid to Student Transpor Charter Bus, Activity Trips and C	tation of America for the Bid #LUSD 2022-02 for Transportation for General Education Transportation Services
Education Code section 17596 re Education Code section 17596 re exceed \$10,000. LUSD regular transportation. Therefore, a notion was advertised on December 27, on the district website. On Janua Services opened bids for Bid #1 America and thus the award was	e/rationale of the agenda item): quires Public School Districts to go out to bid when transportation costs rly exceeds that amount with the costs of field trips, and outside ce to invite bidders for Transportation of Special Education Students 2022 and January 3, 2023 in the San Diego Union Tribune and posted ary 18, 2023 at 11 a.m. District Assistant Superintendent of Business LUSD 2022-02. There was only one bid: Student Transportation of
Not to Exceed amount of the Royal and the Ro	Board award the contract to Student Transportation of America for a 00 annually and an option to renew the agreement for four additional e included in the Bid Form attached to the agreement.
Not to Exceed \$175,000	
Funding Source:	
General Fund	
Addresses Emphasis Goal(s): #1: Academic Achievement Recommended Action:	☐ #2: Social Emotional ☑ #3: Physical Environments
☐ Informational☐ Discussion☒ Approval☐ Adoption	 □ Denial/Rejection □ Ratification □ Explanation: Click here to enter text.
Originating Department/School: Submitted/Recommended By:	Business Services Approved for Submission to the Governing Board:
isa Davis, Assistant Superintende	- Ronda Scyla
eviewed by Cabinet Member	Dr. Rhonda Taylor, Superintendent

Outsource Transportation Service



IX. AGREEMENT

THIS AGREEMENT, made and entered into thisday of _February	, 2023, by and
between the Lakeside Union School District, San Diego County,	California,
between the Lakeside Union School District, San Diego County, hereinafter called the District, and Transportation of America,	hereinafter called
the Contractor for Transportation of Charter Bus, Activity Trips and G	eneral Education
Transportation Services, Bid No. LUSD 2022-02.	

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. THE CONTRACT DOCUMENTS: The complete contract consists of the following documents: The Notice to Bidders, the Information to Bidders, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.
- 2. SERVICES, MATERIALS AND SUPPLIES: The contractor agrees to furnish the service or services, the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth.
- 3. PAYMENTS. The contractor shall submit an itemized invoice in duplicate of materials and services at the delivery point and at the time the delivery is made. District shall pay contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.
- 4. TERMINATION FOR DEFAULT: If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

TERMINATION OF AGREEMENT WITHOUT CAUSE. District

may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT.

- 6. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
- 7. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

- 8. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract. The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.
- 9. SAVE HARMLESS CLAUSE: The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.
- 10. THE DISTRICT'S INSPECTOR: All items shall be subject to the

inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District.

- 11. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
- 12. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non- performance is not due in part to the fault or neglect of the party not performing.
- 13. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.
- 14. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.
- 15. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District or its member districts.
- 16. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection

Outsource Transportation Service

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with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

17. CONDITIONAL BID: The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR: Santa Barbara Transportation Corp dba Student Transportation of America	DISTRICT: Lakeside Union School District
By Sala	By Kunteris
Name Ken Pittman	Lisa Davis
Title: Vice Pres. of California Operations	Title: Asst. Supt. Business Services
Date: January 20, 2023	Date:
323-5/4490275.2	

Van w/ installed seats for not more than 9 passengers:

\$	No Bid
----	--------

Certified Bus:

No. of Buses Available	Bus Capacity	Maximum No. of Passengers Loaded per Bus	Minimum Hours Minimum F		Hourly Rate: Hours Over Minimum
2	72	72	5	\$725.00	\$110
2	78	78	5	\$750.00	\$120
0	84			No Bid	
0	90		-	No Bid	

The undersigned hereby proposes and agrees to furnish, and deliver the goods and services in accordance with the terms, conditions, specifications and pries herein quoted.

Corporate Seal (if a corporation)

Santa Barbara Transportation Corp dba Student Transportation of America
Proper name of Individual, Company or Corporation
Jeen andy
Authorized Signature /
7
James Lasky
Type or Print Signer's Name
Director of Business Development
Title
6500 Hollister Ave., Suite 100, Goleta, CA 93117
Address
(805) 681-8355
Telephone
A
January 12, 2023
Date

Governing Board Meeting Date: F	February 9, 2023
Agenda Item:	
Approval of the February cont	racts list for the fiscal year, 2022-23.
Background (Describe purpose/ra	ationale of the agenda item):
Approval is requested for the a year, 2022-23.	ttached list of agreements with outside vendors for fiscal
Fiscal Impact (Cost):	
See attached list.	
Funding Source:	
General Fund.	
Addresses Emphasis Goal(s):	
☐ #1: Academic Achievement	☐ #2: Social Emotional ☐ #3: Physical Environments
Recommended Action:	
☐ Informational	□ Denial/Rejection
□ Discussion☑ Approval□ Adoption	□ Ratification□ Explanation: Click here to enter text.
Originating Department/School:	Business Services
Submitted/Recommended By:	Approved for Submission to the Governing Board:
Dundans	Chonda Saylor
Lisa Davis, Assistant Superintendo	ent Dr. Rhonda Taylor, Superintendent
Reviewed by Cabinet Member	<u> </u>

LUSD CONTRACTS 2022-23						
gency Name Description Contract # Dept./Site Be		Began	Ends	Amount (not to exceed)		
Multi-Year						
Western Sign	LED Screed Wall Mounted Sign	V2023-092	LF	12/5/2022	3/5/2023	Not to Exceed \$18,000
Carrie Rea	Teacher Support and Parent Engagement	12023-033	SPED	1/11/2023	6/14/2023	Not to Exceed \$16,000
The Stepping Stones Group, LLC	San Diego County Nonpublic Master Contract	V2023-093	SPED	1/17/2023	6/30/2023	See Appendix B: Rate Sheet
Crystal Bejarano-Connect4kids	Psycho-Ed Assessment For IEE	12023-010A	SPED	1/19/2023	7/14/2023	Not to Exceed \$4,250
ABA-360	FBA IEE Assessment	12023-038	SPED	1/24/2023	6/14/2023	Not to Exceed \$2,610

Governing Board Meeting Date: February 2023		
Agenda Item:		
Mosaic Training In Nashville, Tenn. I	March 20-22, 2023	
Background (Describe purpose/rat	cionale of the agenda item):	
Training for our new computer system	s. Nicole Genet and Jennifer Chandler	
Fiscal Impact (Cost):		
\$3000.00.		
Funding Source:		
KIT Training Grant.		
Recommended Action:		
☐ Informational	☐ Denial/Rejection	
☐ Discussion	□ Ratification	
X Approval	☐ Explanation: Click here to enter text.	
□ Adoption		
Originating Department/School: C	hild Nutrition.	
Submitted/Recommended By:	Approved for Submission to the Governing Board:	
Principal/Department Head Signat	ure Dr. Rhonda Taylor, Superintendent	
Reviewed by Cabinet Member		



Sample , say industries
Agenda

In-Person Classes

Virtual Classes

In-Person Classes | Nashville March 21-22

Register today and experience all that Connect has to offer in Nashville for just \$499 (thru 2/24)! View the agenda below to see what we have planned for this exclusive two-day event. Attendees will also receive a free Power Pass for our Virtual Connect event (March 27-30), giving you full access to all live classes and on-demand content.



Tue Wed 21 22

8:00 AM

Breakfast

- ① Mar 21, 2023 8:00 AM to 8:50 AM
- Power Pass In Person

9:00 AM

Keynote & Live Event Kick-Off

- Mar 21, 2023 9:00 AM to 9:50 AM
- Power Pass In Person

10:00 AM

MCS Franklin: Training & DataCenter: Best practices, letters, and reporting

- 4 Mar 21, 2023 10:00 AM to 10:50 AM
- Power Pass In Person

MCS Franklin

Mosaic BOH: Getting the most out of Inventory

- (2) Mar 21, 2023 10:00 AM to 10:50 AM
- Power Pass In Person

Mosaic BOH

Mosaic POS: Most asked support questions and see our in-app learning

Mar 21, 2023 10:00 AM to 10:50 AM

00

Governing Board Meeting Date: February 9, 2023		
Agenda Item:		
Request to hold Jog-a-thon at March 2023	DREAM Academy field area	
Background (Describe purpos	e/rationale of the agenda item):	
Funds raised to be used for pl	ayground equipment	
Fiscal Impact (Cost):		
0		
Funding Source:		
0		
Recommended Action:		
□ Informational	☐ Denial/Rejection	
□ Discussion	□ Ratification	
□ Approval	☐ Explanation:	
□ Adoption		
Originating Department/Scho	ol: DREAM Academy	
Submitted/Recommended By:	Approved for Submission to the Governing Board:	
Swoke War	- Aranda Jaylar	
Principal/Department Head Si	gnature Dr. Rhonda Taylor, Superintendent	
Reviewed by Cabinet Member		

Governing Board Meeting Date: February 2023
Agenda Item:
FFA Field Trips
Background (Describe purpose/rationale of the agenda item):
Out Of County, NOT Overnight:02/18/2023 - Mt. San Antonio College/Sunny Hills Field Day @ Mr. San Antonio College, 1100 N Grand Ave, Walnut, CA (6 students) 03/25/2023 - Hemct Field Day @ Hemet High School, 41701 Stetson Ave, Hemet, CA (6 students)04/28/2023 - Southern Region Award @ Holtville High School, 755 Olive Ave, Holtville, CA (4 students) Out of County AND Overnight:02/17/2023-02/18/2023 - Allan Hancock Field Day @ Allan Hancock College, 800 S College Dr, Santa Maria, CA (5 students)03/03/2023-03/05/2023 - UC Davis Field Day @ UC Davis, 1 Shields Ave, Davis, CA 95616 (9 students)03/16/2023-03/19/2023 - CA FFA State Conference @ Ontario, CA (12 students)04/14/2023 - 04/15/2023 - Reedley College Field Day @ Reedley Junior College, 995 N Reed Ave, Reedley, CA (8 students)04/19/2023 - 04/20/2023 - CA FFA State Speaking Finals @ CSU Fresno, 5241 N Maple Ave, Fresno, CA (1 student)04/28/2023 04/29/2023 - Fresno State Field Day @ CSU Fresno, 5241 N Maple Ave, Fresno, CA (students)05/05/2023 - 05/06/2023 - CDE State Finals @ Cal Poly, San Luis Obispo, 1 Grand Ave, Sa Luis Obispo, CA 93407 (8 students)
Fiscal Impact (Cost):
Click here to enter text.
Funding Source:
FFA Donations
Originating Department/School: LMS
Submitted/Recommended By: Approved for Submission to the Governing Board:
Principal/Department Head Signature Rhonda Taylor, Superintendent
Reviewed by Cabinet Member

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

Governing Board Meeting Date: February 9, 2023		
Agenda Item: Donors Choose Repor	†	
Background (Describe purpose/ratio	nale of the agenda item):	
from the LUSD approved crowd-fun	of donations for the months June 2022-December 2022 ding site, www.donorschoose.org . Please accept these d Policy 2390. See attached report of giving and funded	
Fiscal Impact (Cost):		
Various Items for Donation		
Funding Source:		
N/A		
Addresses Emphasis Goal(s):		
☐ #1: Academic Achievement ☐ Recommended Action:	#2: Social Emotional #3: Physical Environments	
☐ Informational ☐	Denial/Rejection	
□ Discussion⋈ Approval□ Adoption	Ratification Explanation: Click here to enter text.	
Originating Department/School: Busi	iness Services	
Submitted/Recommended By:	Approved for Submission to the Governing Board:	
Lisa Davis, Assistant Superintendent	Dr. Rhonda Taylor, Superintendent	

Reviewed by Cabinet Member _____

Monthly Report of Donations-Crowdfunding

June 2022-December 2022

Project Funded	Donation	Total Project Amount	School	Teacher	Project Funded by donations from
6/6/2022	Smath, Sand Timers, Storage Bins, various Science tools	\$ 1,256.00	TDS	Nathan Burd	Marg Sousa
0/0/2022	Smath, Sand Timers, Storage bins, various Science tools	1,230.00	103	Ivaciiali bulu	Hollie Lobosky
					Sarah Parks
					Bethany Davis
					Gillien Oliver
					Sophia Tsai Neri
					Anonymous Donor
					Emily Nordby
					Various Others
6/18/2022	Benchtop Lathe, Woodworking Chisel Set	\$ 583.31	TDS	Dahlia Rinck	Bob D. from Virgina
0/10/2022	benefitop zatile, woodworking emserset	303.32		Dania tines	Anonymous Donor
					SDGE Donor Match
9/9/2022	Photography Class Supplies: Rotatrim Cutter, Epson Printer, Photo	\$ 989.75	TDS	Doug Robbins	Cara Allen
					Nese Lundstrom
					Tim & May Hustad
		A CONTRACTOR OF THE PARTY OF TH		A TOTAL PROPERTY.	Jeffrey Hustad
					Candace Newkirk
					Sherri Reis
					Robert Younger
		A CONTRACTOR OF THE STATE OF TH			Melinda Sauls
					Anonymous Donor
					Sonic Donor Match
9/21/2022	Dremel, Rocks for Painting, Mixed Media Art Supplies, Clay, Hot Glue				
	Gun	\$ 542.86	TDS	Dahlia Rinck	Tim & May Hustad
					Anonymous Donors
10/26/2022	Cards for Troops: various paper, beads, ornaments, décor	\$ 594.66	TDS	Dahlia Rinck	Sherri Reis
					Anonymous Donors
					Panda Express Donor Match
10/27/2022	Watercolors, Pencils, printer paper, file folders, Markers, etc.	\$ 768.99	Lakeview	Amanda Elson	Christine Dahlke
					Susie Kenefick
					Liz Smith
					Summer Hicks
					Julie from Lakeside
					Panda Express Donor Match
					Verizon Donor Match
11/17/2022	3D Printing Pen, filaments, Acrylic Paint Pens, Stones	\$ 806.74	TDS	Dahlia Rinck	Anonymous Donors
					SDGE Donor Match
11/19/2022	Flex Space Mobile Teaching Easel	\$ 684.87	Lakeside Farms	Bonnie Parker	Silvia Garcia
					Gena Holden
					California Retired Teachers Assoc.
					Div 69
11/26/2022	Design Build Centers, LEGO Brick Set, STEM Challenge Kit	\$ 598.27	Lakeside Farms	Bonnie Parker	Anonymous Donor
					SDGE Donor Match
11/29/2022	Care Packages for Homeless Youth	\$ 398.48	TDS	Dahlia Rinck	Michelle Casillas
			The same of the		Susan Shankles

					Anonymous Donor
12/3/2022	Stand Up Magnetic Design Center, Engineer-A-Coaster Activity	\$ 333.38	Lakeside Farms	Bonnie Parker	Jessica Lacey
					Lisa
					SDGE Donor Match
12/4/2022	STEAM Design Thinking Project Supplies	\$ 498.40	TDS	Dahlia Rinck	Jessica Falk Michelli
					Bernard Charles
					Anonymous Donor
					SDGE Donor Match
12/22/2022	Makerspace Project Supplies	\$ 418.74	TDS	Dahlia Rinck	Sherri Reis
					Anonymous Donor
					SDGE Donor Match
12/24/2022	Design Thinking Project Supplies: Dremel, Caligraphy Pens, Craft	\$ 914.27	TDS	Dahlia Rinck	
	Supplies, Honeycomb Candle Sheet				Adam Hoyos-Marre
					Anonymous Donor
					SDGE Donor Match
12/31/2022	DREAM Academy: Garden Supplies	\$ 450.38	Euclayptus Hills	Elizabeth Upchurch	Deborah Franke
					Cindy Tan
					Anonymous Donor
	是,其他的特殊。				SDGE Donor Match
	Total funded through Donors Choose	\$ 9,839.10			

Governing Board Meeting Date: February 1, 2023			
Agenda Item: Settlement Agreement			
Background (Describe purpose/rationale regarding special education supports/ser	e of the agenda itervices and related a	m): The settle ttorney's fees.	ment agreement will address concerns
Fiscal Impact (Cost): \$6,700			
Funding Source: Special Education			
Addresses Emphasis Goal(s):			
#1: Academic Achievement	#2: Social Emo	tional	#3: Physical Environments
Recommended Action:			
☐ Informational☐ DiscussionX Approval☐ Adoption	□ Denial/Reject□ Ratification□ Explanation:		enter text.
Originating Department/School: E	Education Services		
Submitted/Recommended By:	Appr	oved for Sub	mission to the Governing Board:
Daville Clarz		Chonda	July Superintendent
Principal/Department Head Signa	ture	r. Knonda Ta	ylor, Superintendent
Reviewed by Cabinet Member	(3)		

Governing Board Meeting Date	e: 2/9/23
Agenda Item:	
Board Policy and Administra	tive Regulation 3550: Food Service/Child Nutrition Program
Background (Describe purpose/r	rationale of the agenda item):
Adoption: Policy updated to read nutritionally adequate break of the student's free and/or red	flect NEW LAW (AB 130, 2021) which requires districts to provide fast and lunch to any student who requests a meal, regardless duced-price meal eligibility, and NEW LAW (AB 486, 2021) which food service programs with classroom instruction and other
of a nutritionally adequate broa	- Food Service/Child Nutrition Program Regulation updated to applement NEW LAW (AB 130, 2021) which requires the provision kfast and lunch to any student who requests a meal, regardless uced-price meal eligibility, and make other clarifying changes
Fiscal Impact (Cost):	
N/A	
Funding Source:	
N/A	
Recommended Action:	
□ Informational□ Discussion□ Approval☑ Adoption	 □ Denial □ Ratification □ Explanation: Click here to enter text.
Priginating Department/School: S	Superintendent's Office
ubmitted/Recommended By: Let	Approved for Submission to the Governing Board:
eviewed by Cabinet Member:	

FOOD SERVICE/CHILD NUTRITION PROGRAM

The Governing Board recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and maintain fiscal integrity of the programs in accordance with law.

Foods and beverages available through the district's food service program shall:

- 1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease
- 2. Meet or exceed nutrition standards specified in law
- 3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
- 4. Be served in age-appropriate portions
- 5. Be provided at no cost to students who request a meal

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district's food service programs to the public through available means, including, but not limited to, the district's web site, social media, flyers, and school publications.

The district's food service program shall give priority to serving unprocessed foods and fresh fruits and vegetables.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals and to support the district's nutrition education program.

To the extent possible, the school meal program shall be coordinated with the nutrition education program, instructional program for teachers, parents/guardians and food service employees, available community resources, and other related district programs.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

Students shall be allowed adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for food preparation and consumption.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation and service process.

Policy 3550

adopted: September 17, 2012 revised: February 9, 2023

LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

FOOD SERVICE/CHILD NUTRITION PROGRAM

Nutrition Standards for School Meals

Meals, food items, and beverages provided through the district's food services program shall: (Education Code 49501.5, 49553; 42 USC 1758, 1773)

- 1. Comply with the National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8, as applicable
- 2. Not be deep fried, par fried, or flash fried as defined in Education Code 49430 and 49430.7

Unpaid Accounts

The Governing Board intends that, insofar as possible, the school food service program shall operate in a self-sufficient manner, generating sufficient revenue to cover all its operating expenditures.

Procedures and processes shall be developed to ensure parents/guardians are informed of the availability of free and reduced-price meal options, meal service opportunities in school cafeterias and methods for meal prepayments. In addition, adequate and appropriate procedures and processes shall be developed to encourage parents/guardians to assume the responsibility of meal payments and to ensure collection of all amounts owed by parents/guardians for meal services provided.

All students requesting a meal in the cafeteria shall be allowed to charge meals.

Parents/guardians shall be provided information regarding this policy at the beginning of each school year and/or when students transfer into the district.

Drinking Water

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Special Milk Program

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with reasonably prices milk. (7 CFR 215.1)

Food Safety

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but not be limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall ensure that food service directors, managers, and staff complete an annual continuing education or training as required by law. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. For each employee, the Superintendent or designee shall document the date, trainer, and subject of each training.

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

Inspection of Food Facilities

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

Regulation 3550 approved: September 17, 2012

revised: February 9, 2023

LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

FOOD SERVICE OPERATIONS/CAFETERIA FUND

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

The Superintendent or designee shall ensure that food services director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the CDE. (42 USC 1776)

Meal Sales

Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to other nonstudents, including parents/guardians, volunteers, student's siblings, or other individuals, who are authorized by the Superintendent or designee to be on campus. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426, and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

Cafeteria Fund and Account

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service, consulting services or management services with one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. *Domestic commodity or product* means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements.

service program with federal requirements.	
<u>State</u>	<u>Description</u>
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias, funds and accounts
Ed. Code 38100-38103	Cafeterias, allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services;
	restrictions
Ed. Code 49490-49493	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
H&S Code 113700-114437	California Retail Food Code,; sanitation and safety
	requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award
	to lowest responsible bidder
<u>Federal</u>	Description
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs, definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.1-220.21	National School Breakfast Program
7 CFR 220.1-220.22	National School Breakfast Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free
	and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods
Management Resources	Description
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch
Cango in Department of Dancation I notice than	School Breakfast Programs, NSD Management Bulletin,
	SNP 04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management
Canjorina Department of Lancation Lactionion	Contracts, NSD Management Bulletin, SNP-13-2015,
	January 2015
California Department of Education Publication	Storage and Inventory Management of U.S. Department of
Canjorna Department of Dancation I notication	District of State Department of

California Department of Education Publication California Department of Education Publication

California Department of Education Publication U.S. Department of Agriculture Publication

Food Distribution Program Administrative Manual Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP 05-2020, February 2020

Agriculture Foods, NSD Management Bulletin, FDP-01-

California School Accounting Manual

2018, January 2018

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 38-2017, June 2017

U.S. Department of Agriculture Publication

U.S. Department of Agriculture Publication

U.S. Department of Agriculture Publication Website

Website

Website

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014 Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016 School Meals - FAQs

U.S. Department of Agriculture, Food and Nutrition

California Department of Education, Nutrition Services Division

California School Nutrition Association

Cross References

<u>Code</u>	<u>Description</u>
0410	Nondiscrimination In District Programs And Activities
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512-E (1)	Equipment

Policy 3551

adopted: September 17, 2012 revised: February 9, 2023

LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

Governing Board Meeting Date: 2/9/23
Agenda Item:
Board Policy and Administrative Regulation 3551: Food Service Operations/Cafeteria Fund
Background (Describe purpose/rationale of the agenda item):
Adoption: Policy updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility, including revisions to the "Meal Sales" and "Program Monitoring and Evaluation" sections. Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund Regulation updated to reflect NEW LAW (AB 130, 2021) which requires districts to provide a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free and/or reduced-price meal eligibility. Updated Regulation includes revision to "Payment for Meals," "Cafeteria Funds," and "Contracts with Outside Services" sections to make them generally applicable to all food service programs and the deletion of the "Unpaid and Delinquent Meal Charges" section which is no longer applicable.
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: Approved for Submission to the Governing Board:
Lisa DeRosier, Executive Assistant Dr. Rhonda Taylor, Superintendent Reviewed by Cabinet Member:

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Payments for Meals

The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

- 1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
- 2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
- 3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of eligibility forms at the start of the school year
- 4. Posting the policy on the district's web site

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price-meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund and Account

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

The cafeteria fund shall be used only for those expenditures authorized by the Governing Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA foods shall be used in school lunches as far as practicable, but also may be used in other nonprofit food service activities, with any revenues accruing to the district's nonprofit food service account. Such activities may include school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students. (7 CFR 250.60)

Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The

district shall retain control of the quality, extent, and general nature of its food services. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

Regulation 3551 approved: September 17, 2012

revised: February 9, 2023

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

Governing Board Meeting Date:	2/9/23
Agenda Item:	
Board Policy and Administrati	ve Regulation 3553: Free and Reduced Price Meals
Background (Describe purpose/ra	tionale of the agenda item):
a nutritionally adequate breakform of the student's free and/or recoverequirements applicable to feder the state Universal Meal Prescribed in the student's free and/or reduced in the student's free and	lect NEW LAW (AB 130, 2021) which requires districts to provide ast and lunch to any student who requests a meal, regardless duced-price meal eligibility. Updated policy includes general eral National School Lunch and Breakfast Programs as well as rogram. Updated Policy also includes revision to the cords" section to permit the use of student information to ed educational services to a student based on the local control fied in the California Department of Education's Management tive Regulation 3553 - Free and Reduced Price Meals NEW LAW (AB 130, 2021) which requires districts to provide a translation to any student who requests a meal, regardless of ed-price meal eligibility, and includes program implementation bility" and "Nondiscrimination Plan" sections and the deletion no longer necessary.
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: S	Superintendent's Office
Submitted/Recommended By: Lisa DeRosier, Executive Assista	Approved for Submission to the Governing Board: Omda Or. Rhonda Taylor, Superintendent
Reviewed by Cabinet Member:	<u> </u>

FREE AND REDUCED PRICE MEALS

The Governing Board recognizes that adequate nutrition is essential to the development, health and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of all students in the district's food service program.

Each school day, the district shall provide, free of charge, a nutritionally adequate breakfast and lunch for any student who requests a meal. (Education Code 49501.5)

To provide optimal nutrition and ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

The Superintendent or designee shall submit an application to operate a federal universal meal provision to the California Department of Education (CDE). (Education Code 49564.3)

The Superintendent or designee shall ensure that meals served under the school nutrition program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

The Board shall approve, and shall submit to CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals are not treated differently from other students. (Education Code 49557)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meals program shall be confidential and may not be disclosed except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

The Board authorizes designated employees to use records pertaining to an individual student's eligibility for the free and reduced-price meals program for the purposes of: (Education Code 49558)

- 1. Disaggregation of academic achievement data
- 2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576
- 3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist that other educational agency in ensuring that the student continues to receive school meals.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the LCFF and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included I the agreement with the local agency, for reduced-price meals. The Superintendent or designee also may release information on the school lunch program application to the local agency that determines eligibility for CalFresh or another nutrition assistance program, authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of the information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and the local agency, and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

Management Resources

Charto

<u>Description</u>
Mandatory meals for needy students
Nutrition education
School lunch and breakfast programs
Parent/Guardian notifications
Pupil Nutrition, Health, and Achievement Act of 2001
School breakfast and lunch programs
School meals
California Universal Meals Program
Nutrition
Child Nutrition Act
Comprehensive nutrition services
Meals for needy students
High-poverty schools; universal meal service
Description
Family Educational Rights and Privacy Act (FERPA)
of 1974
Title I Improving the Academic Achievement of the
Disadvantaged
School Lunch Program
Child nutrition
School Breakfast Program
National School Lunch Program
National School Breakfast Program
Eligibility for free and reduced-price meals and free
milk
Description

Clarification on the Sharing of Individual Student California Department of Education Publication Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018 Student Wellness: A Healthy Food and Physical CSBA Publication Activity Policy Resource Guide, 2012 Monitoring for Success: A Guide for Assessing and CSBA Publication Strengthening Student Wellness Policies, rev. 2012 Eligibility Manual for School Meals: Determining and U.S. Department of Agriculture Publication Verifying Eligibility, July 2017 Provision 2 Guidance: National School Lunch and U.S. Department of Agriculture Publication School Breakfast Programs, Summer 2002 U.S. Department of Agriculture, Food and Nutrition Website Service Nourish California Website California Project LEAN (Leaders Encouraging Website Activity and Nutrition) California Department of Education, Nutrition Website Services Division CSBAWebsite

Cross References	
<u>Code</u>	Description
$\frac{1}{0200}$	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The
	Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E PDF(1)	Nutrition Program Compliance
4119.23	Unauthorized Release Of Confidential/Privileged
	Information
4219.23	Unauthorized Release Of Confidential/Privileged
	Information
4319.23	Unauthorized Release Of Confidential/Privileged
	Information
5030	Student Wellness
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records

5141.6	School Health Services
5141.6	School Health Services
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E	Parental Notifications
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E (1)	Education For Homeless Children
6173-E (2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs

Policy 3553 adopted: September 17, 2012

revised: February 9, 2023

Lakeside, California

FREE AND REDUCED PRICE MEALS

Applications

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

An application form and related information shall be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meals program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meals program without further application. Participant in other state or federal programs may be directly certified when authorized by law. (Education Code 49561; 49562; 42 USC 1758; 7 CFR 245.6)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

- 1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
- 2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
- 3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If as a result of verification activities, the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for the household's ineligibility. At least 10 days prior to the actual reduction or termination, the Superintendent or designee shall send a notice of adverse action to the household. The notice shall advise the household of: (7 CFR 245.6a)

- 1. The change and the reasons for the change
- 2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
- 3. The right to reapply at any time during the school year

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to use disclose a student's name and eligibility status from individual meal records only for the purpose of disaggregation of academic achievement data or for the identification of students in any program improvement school eligible for school choice and supplemental educational services pursuant to 20 USC 6316:

Assistant Superintendent, Education-Services

In using the records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

- 1. No individual indicators of participation in the free and reduced-price meals program are maintained in the permanent records of any student if not otherwise allowed by law.
- 2. Information regarding individual student participation in the free and reduced-price meals program is not publicly released.
- 3. All other confidentiality provisions required by law are met.

4. Information collected regarding individual students certified to participate in the free and reduced-price meals program is destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

In implementing the district's food service programs for students who are eligible to receive free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

- 1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
- 2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
- 3. The students shall not be required to work for their meals.
- 4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals at a different time.

Regulation 3553 approved: September 17, 2012 revised: February 9, 2023

Governing Board Meeting Date: February 9, 2023						
Agenda Item:						
Enrollment Report Month 5 (12/12/2022 – 1/6/2023)						
Background (Describe purpose/rationale of the agenda item):						
Fiscal Impact (Cost):						
Funding Source:						
Addresses Emphasis Goal(s):						
☐ #1: Academic Achievement Recommended Action:	☐ #2: Social Emotional ☐ #3: Physical Environments					
☑ Informational☐ Discussion☐ Approval☐ Adoption	 □ Denial/Rejection □ Ratification □ Explanation: Click here to enter text. 					
Originating Department/School: Business Services Submitted/Recommended By: Approved for Submission to the Governing Board:						
Lisa Davis, Assistant Superintende	ent Dr. Rhonda Taylor, Superintendent					
Reviewed by Cabinet Member						

LAKESIDE UNION SCHOOL DISTRICT							MONTH 5			12/12/2022 - 1/6/2023			DATE:	1/31/2023
												M5	M5	
												22/23	21/22	
SCHOOL		K	1	2	3	4	5	6	7	8	TK	TOTAL	TOTAL	VARIANCE
LAKESIDE FARMS		96	111	104	84	95	105				43	638	557	81
LAKEVIEW		101	123	92	114	93	110				23	656	644	12
LEMON CREST		76	73	68	80	80	78				44	499	512	-13
LINDO PARK		70	50	68	77	73	86				26	450	436	14
RIVERVIEW				129	139	127	128					523	533	-10
WINTER GARDENS		124	136								47	307	285	22
LAKESIDE MIDDLE								221	202	255		678	701	-23
TIERRA DEL SOL								230	255	226		711	682	29
DREAM ACADEMY		2	4	4	4	5	5	6	9	5	2	46	81	-35
NPS/RTC		0	0	0	0	1	1	1	0	2		5	7	-2
EUCALYPTUS HILLS													91	-91
DISTRICT TOTAL		469	497	465	498	474	513	458	466	488	185	4,513	4,529	-16
YEAR OVER YEAR CO	MPARIS(ON												
MONTH	AUG	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN		
MONTH	M0	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11		
2022-2023	4,566	4,519	4,517	4,535	4,531	4,513								
2021-2022	4,522	4,511	4,515	4,562	4,553	4,529	4,526	4,471	4,482	4,479	4,472	4,466		
2020-2021	4,655	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			8	6	12	14	8	10	11	5	5	79		
RIVER VALLEY		GRADE	7	8	9	10	11	12				TOTAL		
CHARTER SCHOOL			22	30	45	47	41	40				225		

Governing Board Meeting Date: 2,	/9/23
Agenda Item:	
Board Policy 4119.1/4219.1/4319	0.1: Civil and Legal Rights
Background (Describe purpos	se/rationale of the agenda item):
District), in which the U.S. Supresschool coach who refused to follow the presence of students after for speech rights. Policy also updated is acting solely to protect a stude (freedom of speech and press) of an employee is prohibited from	reflect NEW COURT DECISION (Kennedy v. Bremerton School me Court held that the district's decision not to rehire a high ow district direction to refrain from offering prayers openly in otball games, violated the employee's free exercise and free d to include types of retaliation prohibited when an employee ent engaged in conduct authorized by Education Code 48907 or 48950 (speech and other communication), and clarify that using official authority status or influence to attempt to ommand another employee for the purpose of interfering with improper governmental activity.
Fiscal Impact (Cost):	
N/A	
Funding Source:	
N/A	
Recommended Action:	
☐ Informational☒ Discussion☐ Approval☐ Adoption	 □ Denial □ Ratification □ ReviewClick here to enter text. □ Explanation: Click here to enter text.
Originating Department/School:	Superintendent's Office
Submitted/Recommended By: Lisa DeRosier, Executive Assistan	Approved for Submission to the Governing Board: Or. Rhonda Taylor, Superintendent
Reviewed by Cabinet Member:	

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the **performance of the employee's duties** employee's performance of his/her duties.

An employee's religious or political activities, or lack thereof, shall not be grounds for any discrimination or disciplinary action by the district, provided that these activities do not violate law, Board policy, or administrative regulation.

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(cf. 4030 - Nondiscrimination in Employment)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)
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District employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their A teacher shall have the right to refuse to submit to any evaluation or survey conducted by the district concerning personal values, attitudes, and beliefs; sexual orientation; or political or religious affiliations, beliefs or opinions except when authorized by law. In addition, no district employee shall be required to provide; critical appraisals of other individuals with whom the teacher has a familyial relationship; or religious affiliations or beliefs. However, the district reserves the right to access any publicly available information about any employee. (Education Code 49091.24)

No employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

Employees do not have a reasonable expectation of privacy with regards to district property under an employee's control including, but not limited to, desks, classrooms, offices, file eabinets, computers, or phones. As necessary to protect the health, welfare, or safety of students and staff, school officials may search such items in order to uncover evidence that the employee is violating the law, Board policy, administrative regulation, or other rules of the district or school.

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(cf. 3515 - Campus Security)
(cf. 4040 - Employee Use of Technology)
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Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, the County Superintendent of Schools, or the

Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation of or noncompliance with a state or federal rule or regulation, he/she the employee has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.87, 1102.8)

No employee shall use or attempt to use his/her official authority status or influence to intimidate, threaten, coerce, or command or attempt to intimidate, threaten, coerce, or command another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

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(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
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An employee who has disclosed improper governmental activity and believes that he/she has subsequently been subjected to acts or attempted acts of reprisal have subsequently occurred shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, he/she the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against the employee, in accordance with Education Code 44114.

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(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4144/4244/4344 - Complaints)
```

Protection Against Liability

No employee shall be liable for harm caused by his/her the employee's act or omission when acting within the scope of employment or district responsibilities, the employee's. For the protection against liability to apply, the act or omission must be is in conformity with federal, state, and local laws, district policy, or administrative regulation and the employee's act or omission is and must be in furtherance of an effort to control, discipline, expel, or suspend a student, or to maintain order or control in the classroom or school. (20 USC 67367946)

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(cf. 3320 - Claims and Actions Against the District)
(cf. 9260 - Legal Protection)
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The protection against liability shall not apply when: (20 USC 67367946)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's rights to or safety of the individual harmed.

- 2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
- 3. The employee was not properly licensed, if required, by state law for such activities.
- 4. The employee was found by a court to have violated a federal or state civil rights law.
- 5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
- 6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
- 7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
- 8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.

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Legal Reference:

<u>EDUCATION CODE</u>

200-262.4 Prohibition of discrimination on the basis of sex

7050-7058 Political activities of school officers and employees

44040 Discrimination based on employee's appearance before certain boards or committees

44110-44114 Reporting by school employees of improper governmental activity
```

49091.24 Teacher rights to refuse evaluation/survey of personal life

CIVIL CODE

51 Unruh Civil Rights Act

GOVERNMENT CODE

815.3 Intentional torts

820-823 Tort Claims Act

825.6 Indemnification of public entity

3540.1 Public employment definitions

3543.5 Interference with employee's rights prohibited

12940-12951 Discrimination prohibited; unlawful practices

LABOR CODE

1102.5-1106 Whistleblower protections

UNITED STATES CODE, TITLE 18

16 Crime of violence defined

UNITED STATES CODE, TITLE 20

6731-6738 Teacher liability protection

UNITED STATES CODE, TITLE 42

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

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

2000h-2000h-6 Title IX, 1972 Education Act Amendments

12101-12213 Americans with Disabilities Act

COURT DECISIONS

Garcetti v. Ceballos, (2006) 543 U.S. 1186

O'Conner v. Ortega, (1987) 480 U.S. 709

New Jersey v. T.L.O., (1985) 468 U.S. 325

Management Resources:

State	Description
Ed. Code 44110-44114	Reporting by school employees of improper governmental activity
Ed. Code 48907	Exercise of free expression; time, place and manner rules and
regulations	
Ed. Code 48950	Speech and other communication
Ed. Code 49091.24	Teacher rights to refuse evaluation/survey of personal life
Ed. Code 7050-7058	Political activities of school officers and employees
Gov. Code 12650-12656	False claims actions
Gov. Code 12940-12953	Discrimination prohibited; unlawful practices
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.5	Interference with employee's rights prohibited
Gov. Code 815.3	Intentional torts
Gov. Code 820-823	Tort claims act
Gov. Code 825.6	Indemnification of public entity
Lab. Code 1102.5-1106	Whistleblower protections
California Constitution	•
Article 1, Section 1	Inalienable rights
<u>Federal</u>	Description
18 USC 16	Crime of violence; definition
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on
	sex
20 USC 7941-7948	Teacher liability protection
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
U.S. Constitution First	
Amendment	Free exercise, free speech, and establishment clause
Management Resources	Description
Court Decision	Kennedy v. Bremerton (2022) 142 S. Ct. 2407
Court Decision	New Jersey v. T.L.O. (1985) 469 U.S. 325
Court Decision	O'Conner v. Ortega (1987) 480 U.S. 709
Court Decision	Ohton v. CSU San Diego (2007) 56 Cal. Rptr. 3d 111
Court Decision	Garcetti v. Ceballos (2006) 547 U.S. 410
Court Decision	Hartnett v. Crosier (2012) 205 Cal.App.4th 685
Court Decision	Johnson v. Poway Unified School District (2011) 658 F.3d 954
Website	California Office of the Attorney General
Cross References	
Code	Description
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures

Code	Description	
1312.1	Complaints Concerning District Employees	
1312.1	Complaints Concerning District Employees	
1312.3	Uniform Complaint Procedures	
1312.3	Uniform Complaint Procedures	
1312.3-E PDF(1)	Uniform Complaint Procedures	
1312.3-E PDF(2)	Uniform Complaint Procedures	
3320	Claims And Actions Against The District	
3320	Claims And Actions Against The District	
3400	Management of District Assets/Accounts	
3400	Management of District Assets/Accounts	
3515	Campus Security	
3515	Campus Security	
4030	Nondiscrimination In Employment	
4030	Nondiscrimination In Employment	
4040	Employee Use of Technology	
4040-E(1)	Employee Use of Technology	

4040-E PDF(1) Employee Use of Technology Dismissal/Suspension/Disciplinary Action 4118 Dismissal/Suspension/Disciplinary Action 4118 **Professional Standards** 4119.21 4119.21-E(1) Professional Standards 4119.21-E PDF(1) **Professional Standards** Unauthorized Release of Confidential/Privileged Information 4119.23 Political Activities of Employees 4119.25 Political Activities of Employees 4119.25 **Publication or Creation Of Materials** 4132 4136 Nonschool Employment **Bargaining Units** 4140 **Complaints** 4144 4144 **Complaints** 4218 Dismissal/Suspension/Disciplinary Action Dismissal/Suspension/Disciplinary Action 4218 Dismissal/Suspension/Disciplinary Action (Merit System) 4218.1 **Professional Standards** 4219.21 **Professional Standards** 4219.21-E(1) **Professional Standards** 4219.21-E PDF(1) Unauthorized Release Of Confidential/Privileged Information 4219.23 Political Activities Of Employees 4219.25 Political Activities Of Employees 4219.25 **Publication or Creation of Materials** 4232 Nonschool Employment 4236 **Bargaining Units** 4240 4244 **Complaints** 4244 **Complaints** 4319.21 **Professional Standards** 4319.21-E(1) **Professional Standards** 4319.21-E PDF(1) **Professional Standards** Unauthorized Release Of Confidential/Privileged Information 4319.23 Political Activities Of Employees 4319.25 Political Activities Of Employees 4319.25 **Publication or Creation of Materials** 4332 4336 Nonschool Employment **Bargaining Units** 4340 4344 **Complaints** 4344 **Complaints** 9260 Legal Protection

Policy

adopted: September 17, 2012

revised:

LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/9/23	
Agenda Item:	
Board Policy 4140/4240/4340: Bargaining Units	
Background (Describe purpose/rationale of the agenda item):	
First Reading: Policy updated to reflect NEW LAW (SB 270, 2021) which allows a district 20 days to cure a violation of the district's employee information disclosure obligation when the district is notified by an employee organization, and limits district opportunity to cure of violation that involves the provision of an inaccurate or incomplete list to three times in any 12-month period. Policy also updated to reflect NEW LAW (SB 191, 2022) which provides additional obligations for a district when an "inperson orientation" cannot be held by the district. Additionally, policy updated to include heading change from "Access to Employee Orientations" to "Access to New Employee Orientations, and to clarify language in this section and in "Formation of Bargaining Unit" section.	
Fiscal Impact (Cost):	
N/A	
Funding Source:	
N/A	
Recommended Action:	
□ Informational □ Denial ☑ Discussion □ Ratification □ Approval □ ReviewClick here to enter text. □ Adoption □ Explanation: Click here to enter text.	
Originating Department/School: Superintendent's Office	
Submitted/Recommended By: Approved for Submission to the Governing Board: Lisa DeRosier, Executive Assistant Dr. Rhonda Taylor, Superintendent Reviewed by Cabinet Member:	

 All Personnel
 BP 4140

 4240
 4240

 BARGAINING UNITS
 4340

The Governing Board recognizes the right of district employees to form a bargaining units, select an employee organization as their exclusive representative, and be represented by that organization to represent the employees in their employee's employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

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(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 9000 - Role of the Board)
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The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Neither the district nor the employee organization shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3543.6)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Formation of Bargaining Units

1. Certificated and classified employees shall not be included in the same bargaining unit. The (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees.

2. The supervisors are and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545) supervise.

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline, other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action. The, when the exercise of that authority shall is not be of a merely routine or clerical in nature, but shall requires the use of independent judgment. (Government Code 3540.1)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

recognized if the bargaining unit includes all supervisory employees (Government Code 3545)

A bargaining unit of supervisory employees The district may be recognized if the a bargaining unit of includes all supervisory employees if and is not represented by the an employee organization that represents district employees who are supervised by the supervisory employees.: (Government Code 3545)

- 1. The bargaining unit includes all supervisory employees.
- 2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

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(cf. 4300 - Administrative and Supervisory Personnel)
(cf. 4301 - Administrative Staff Organization)
(cf. 4312.1 - Contracts)
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For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline, other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action. The when the exercise of this that authority shall is not be of a merely routine or clerical in nature, but shall requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such In the employment relationship with the district, such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions, but that organization shall not meet and negotiate with the district. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. For this purpose: (Government Code 3540.1, 3543.4)

- 1. Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board. (Government Code 3540.1)
- 2. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an

employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

- 1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting.
 - Upon the request of an exclusive representative scheduling such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.
- 2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employee

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed to the exclusive representative. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

At least, at the beginning of each school year, the Superintendent or designee shall review the list of district employees to ensure that the list is complete and contains accurate information.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings.

Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

Upon the written request of a recognized employee organization, the Superintendent or designee shall deduct the amount of organization dues or the fair share service fee, determined in accordance with Government Code 3546, from the wages and salary of each employee represented by that employee organization and shall pay that amount to the employee organization. When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168; Government Code 3546)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment. However, such an employee may be required to pay an amount equal to the service fee to a designated charitable fund. (Government Code 3546.3)

Each employee organization shall, within 60 days after the end of its fiscal year, provide the Board and the employees who are members of the organization with a detailed financial report consisting of a balance sheet and an operating statement. If the employeeorganization fails to provide the financial report, the Board may issue an order compelling the organization to provide the financial report or any employee within the organization may petition the Board for such an order. (Government Code 3546.5)

(cf. 3460 - Financial Reports and Accountability)

The Superintendent or designee may provide an employee organization with the home address and home telephone number of employees, except any employees performing law enforcement related functions and any employees who provide written request that the information not be disclosed for this purpose. (Government Code 6254.3)

(cf. 1340 - Access to District Records)

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Legal Reference:
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EDUCATION CODE
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45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definitions of senior classified management employees

45108.7 Waiver of provisions of 45108.5

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act, especially:

3540.1 Definitions

3543.4 Management position; representation

3545 Appropriateness of unit; basis

6254.3 Disclosure of employee contact information to employee organization

6503.5 Joint powers agencies

53260-53264 Employment contracts

CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings

33700-33710 Severance of established unit

34020 Petition to rescind organizational security arrangement

34055 Reinstatement of organizational security arrangement

COURT DECISIONS

Management Resources:

CSBA PUBLICATIONS

Collective Bargaining DVD-ROM

Before the Strike: Planning Ahead in Difficult Negotiations, 1996

WEB SITES

CSBA: http://www.csba.org

Association of California School Administrators: http://www.acsa.org

California Federation of Teachers: http://www.cft.org

California School Employees Association: http://www.csea.com

State Description 8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
8 CCR 34020	Petition to rescind organizational security arrangement
8 CCR 34055	Reinstatement of organizational security arrangement
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment,; certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment,; classified employees
Ed. Code 45220-45320	Merit system,; classified employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment definitions
Gov. Code 3543.4	Management position; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union
	membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual
	assault or stalking
Gov. Code 6254.3	Disclosure of employee contact information to employee organization
Gov. Code 6503.5	Joint powers agencies
Federal	Description
8 CFR 33015-33490	Recognition of exclusive representative; proceedings
8 CFR 33700-33710	Severance of established unit
8 CFR 34020	Petition to rescind organizational security arrangement
8 CFR 34020	Petition to rescind organizational security arrangement Reinstatement of organizational security arrangement Description
8 CFR 34020 8 CFR 34055	Petition to rescind organizational security arrangement Reinstatement of organizational security arrangement
8 CFR 34020 8 CFR 34055 Management Resources	Petition to rescind organizational security arrangement Reinstatement of organizational security arrangement Description
8 CFR 34020 8 CFR 34055 Management Resources	Petition to rescind organizational security arrangement Reinstatement of organizational security arrangement Description County of Los Angeles v. Service Employees International Union, Local
8 CFR 34020 8 CFR 34055 Management Resources Court Decision	Petition to rescind organizational security arrangement Reinstatement of organizational security arrangement Description County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905
8 CFR 34020 8 CFR 34055 Management Resources Court Decision	Petition to rescind organizational security arrangement Reinstatement of organizational security arrangement Description County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905 Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct.
8 CFR 34020 8 CFR 34055 Management Resources Court Decision Court Decision	Petition to rescind organizational security arrangement Reinstatement of organizational security arrangement Description County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905 Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083
8 CFR 34020 8 CFR 34055 Management Resources Court Decision Court Decision	Petition to rescind organizational security arrangement Reinstatement of organizational security arrangement Description County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905 Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083 Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448
8 CFR 34020 8 CFR 34055 Management Resources Court Decision Court Decision Court Decision	Petition to rescind organizational security arrangement Reinstatement of organizational security arrangement Description County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905 Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083 Janus v. American Federation of State, County and Municipal
8 CFR 34020 8 CFR 34055 Management Resources Court Decision Court Decision Court Decision Public Employment Relations	Petition to rescind organizational security arrangement Reinstatement of organizational security arrangement Description County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905 Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083 Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448 East Whittier School District, (2004) PERB Dec. No. 1727
8 CFR 34020 8 CFR 34055 Management Resources Court Decision Court Decision Court Decision Public Employment Relations Board Ruling	Petition to rescind organizational security arrangement Reinstatement of organizational security arrangement Description County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905 Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083 Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448 East Whittier School District, (2004) PERB Dec. No. 1727 City of Sacramento, (2019) PERB Dec. No. 2702m
8 CFR 34020 8 CFR 34055 Management Resources Court Decision Court Decision Court Decision Public Employment Relations Board Ruling Public Employment Relations	Petition to rescind organizational security arrangement Reinstatement of organizational security arrangement Description County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905 Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083 Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448 East Whittier School District, (2004) PERB Dec. No. 1727 City of Sacramento, (2019) PERB Dec. No. 2702m California Federation of Teachers
8 CFR 34020 8 CFR 34055 Management Resources Court Decision Court Decision Court Decision Public Employment Relations Board Ruling Public Employment Relations Board Ruling Website Website	Petition to rescind organizational security arrangement Reinstatement of organizational security arrangement Description County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905 Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083 Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448 East Whittier School District, (2004) PERB Dec. No. 1727 City of Sacramento, (2019) PERB Dec. No. 2702m California Federation of Teachers California Public Employment Relations Board
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8 CFR 34020 8 CFR 34055 Management Resources Court Decision Court Decision Public Employment Relations Board Ruling Public Employment Relations Board Ruling Website Website Website Website Website	Petition to rescind organizational security arrangement Reinstatement of organizational security arrangement Description County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905 Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083 Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448 East Whittier School District, (2004) PERB Dec. No. 1727 City of Sacramento, (2019) PERB Dec. No. 2702m California Federation of Teachers California Public Employment Relations Board California School Employees Association California Teachers Association Association of California School Administrators

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control and Accountability Plan
0460	Local Control and Accountability Plan

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1340	Access to District Records Access to District Records
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1431	Waivers
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4119.25	Political Activities of Employees
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4121	Temporary/Substitute Personnel
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4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
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4161.2	Personal Leaves
4219.1	Civil and Legal Rights
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4219.25	Political Activities of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
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4254	Health and Welfare Benefits
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4312.1	Contracts
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4351	Employee Compensation
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4354	Health and Welfare Benefits
4361.2	Personal Leaves
9000	Role of The Board
9321	Closed Session
9321-E PDF(1)	Closed Session
9321-E PDF(2)	Closed
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Policy adopted: September 17, 2012

revised:

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/9/23	
Agenda Item:	
Administrative Regulation 4161	.5/4261.5/4361.5: Military Leave
Background (Describe purpose/ra	ationale of the agenda item):
First Reading: Regulation updated to include explanatory notes for the "Pension Plan Service Credit" and "Employment Status" sections, clarify language throughout, and delete dated and unnecessary material.	
Fiscal Impact (Cost):	
N/A	
Funding Source:	
N/A	
Recommended Action:	
☐ Informational☑ Discussion☐ Approval☐ Adoption	 □ Denial □ Ratification □ ReviewClick 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 Assistan	Dr. Rhonda Taylor, Superintendent
Reviewed by Cabinet Member:	CAD.

All Personnel AR 4161.5
4261.5
MILITARY LEAVE 4361.5

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316)

(cf. 4161/4261/4361 - Leaves)

Any district employee who needs to be absent from the district service to fulfill his/her military service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 USC 4312; 20 CFR 1002.85, 1002.86)

Salary/Compensation

An employee The district shall receive his/her pay an employee's salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

- 1. Active Military Training or Exercises: The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)
 - a. He/she The employee has been employed by the district for at least one year immediately prior to the day the military leave begins.
 - b. The ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
- 2. Active Military Duty: The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that he/she the employee has been employed by the district for at least one year immediately prior to the day the military leave begins. (Military and Veterans Code 389, 395.02)
- War or Other Emergency: The employee, however long employed by the district, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05)
- 4. Inactive Duty Training: The employee is a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia who is engaged in temporary inactive duty training, provided that he/she the employee has been employed by the district for at least one year immediately prior to the day the military leave begins and the ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.

In determining the length of district employment when necessary to determine eligibility for compensation for military leave, all recognized military service performed during and prior to district employment shall be included.

For classified employees, 30 days' compensation shall be one month's salary. For certificated employees, 30 days' compensation shall be one-tenth of the employee's annual salary. (Education Code 45059)

Certificated employees shall not be entitled to compensation during non teaching, non-paying months of the year.

During the period of military leave, an employee may, upon his/her own request to, use any vacation or similar paid leave accrued before the commencement of the military leave in order to continue receiving compensation for the employee's employment with the district. The district shall not require the employee to use such leave. (38 USC 4316; 20 CFR 1002.153)

Benefits

An employee may elect to continue his/her health plan coverage during the military leave. The maximum period of coverage for the employee and his/her any dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. (38 USC 4317; 20 CFR 1002.164)

An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required. (38 USC 4316)

An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan. (38 USC 4317; 20 CFR 1002.166)

Any employee called into active military duty as a member of the California National Guard or a United States Military Reserve organization shall receive, for up to 180 days, the difference between the amount of his/her the employee's military pay and the amount the employee would have received from the district and all benefits that the employee would have received if he/she the employee had not been called to active military duty, unless the benefits are prohibited or limited by vendor contracts. (Education Code 44018)

Vacation and Sick Leave Accrual

An employee on temporary military leave under the conditions described in Item #1 Active Military Training or Exercises, in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which he/she the employee would otherwise be entitled if not absent. (Military and Veterans Code 395)

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(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)
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An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave. (Military and Veterans Code 395.1)

However, an employee who is a National Guard member on active duty as described in Item #3 War or Other Emergency, in the section entitled "Salary/Compensation" above, shall not suffer any loss or

diminution of vacation or holiday privileges because of his/her the employee's leave of absence. (Military and Veterans Code 395.05)

Pension Plan Service Credit

Pension plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the State Teachers' Retirement System or Public Employees' Retirement System. (Education Code 22850-22856; Government Code 20990-21013)

Employment Status

Absence for military leave shall not affect the classification of any eertificated employee. In the case of a certificated probationary employee, the period of such absence shall not count as part of the service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose. (Education Code 44800; Military and Veterans Code 395; 20 CFR 1002.149)

(cf. 4116 - Probationary/Permanent Status)

Reinstatement Rights

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which he/she the employee would otherwise have been entitled, except under the conditions noted below in this section. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181)

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(cf. 4030 - Nondiscrimination in Employment)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
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Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to his/her the position held prior to the military service, during terminal leave prior to the employee's discharge, separation, or release from the armed forces, or within six months of an the employee's release, separation, honorable discharge or placement on inactive duty. Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which he/she the employee could terminate or could cause to be have terminated his/her active service. (Education Code 44800; Military and Veterans Code 395.1)

When an employee has been on military leave for reasons other than war or national emergency, the time frame for **seeking** reinstatement shall depend on the length of military service as follows: (38 USC 4312; 20 CFR 1002.115, 1002.118)

- 1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of **the** military service, provided the employee has **plus** a period of eight hours to of rest following a period for safe transportation to his/her the employee's residence.
- 2. For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
- 3. For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

In cases Where an employee's reporting or application for reinstatement within the periods specified in Items #1 and #2 above is impossible or unreasonable through no fault of the employee, he/she the report or application shall report be made as soon as possible after the expiration of the period. In the case of Items #2 and #3 where an application is required, the employee's application may be made orally or in writing and need not follow any particular format. (38 USC 4312; 20 CFR 1002.115, 1002.117, 1002.118)

An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116)

(cf. 4032 - Reasonable Accommodation)

Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of his/her the case, but within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

If the employee's previous position has been abolished, he/she the district shall be reinstated reinstate the employee in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which he/she the employee is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

An employee failing who fails to report or apply for reinstatement within the appropriate period does not automatically forfeit his/her rights, the entitlement to reinstatement but shall be subject to the Board's district's rules and/or practices governing unexcused absences. (38 USC 4312)

The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

- 1. The district's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)
- 2. The accommodation, training, or effort described in 38 USC 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the district as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)
- 3. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)
- 4. The employee's cumulative length of absence and length of all previous military leave while employed with the district exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)
- 5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

Notices

The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the district under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

This requirement may be met by posting the notice where the district customarily places notices for employees. (38 USC 4334)

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

Legal Reference:

EDUCATION CODE

22850-22856 Pension benefits, STRS members on military leave

44018 Compensation for employees on active military duty

44800 Effect of active military service on status of employees

45059 Employee ordered to military/naval duty - computation of salary

GOVERNMENT CODE

18540 Definition of armed forces

18540.3 Recognized military service

20990-21013 Pension benefits, PERS members on military leave

MILITARY AND VETERANS CODE

146 Events justifying calling of militia into active service

389 Definitions; temporary military leave

394 Nondiscrimination based on military service

395-395.9 Military leave

UNITED STATES CODE, TITLE 38

4301-4334 Uniformed Services Employment and Reemployment Rights Act of 1994

CODE OF FEDERAL REGULATIONS, TITLE 20

1002.1-1002.314 Uniformed Services Employment and Reemployment Rights Act of 1994 COURT DECISIONS

Wright v. City of Santa Clara (1989) 213 Cal. App.3d 1503

Bowers v. San Buenaventura (1977) 75 Cal. App.3d 65

ATTORNEY GENERAL OPINIONS

77 Ops.Cal.Atty.Gen. 209 (1994)

69 Ops. Cal. Atty. Gen. 185 (1986)

63 Ops. Cal. Attv. Gen. 924 (1978)

19 Ops.Cal.Atty.Gen. 132 (1952)

18 Ops.Cal. Atty. Gen. 178 (1951)

Management Resources:

U.S. DEPARTMENT OF LABOR PUBLICATIONS

A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA), rev. April 2005

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

The Uniformed Services Employment and Reemployment Rights Act (USERRA), NSBA Federal File: Guidance on Federal School Law, 2003

WEB SITES

National Committee for Employer Support of the Guard and Reserve: http://www.esgr.org National School Boards Association: http://www.nsba.org

U.S. Department of Labor, USERRA: http://www.dol.gov/vets/programs/userra

State	<u>Description</u>
Ed. Code 22850-22856	Pension benefits,; STRS members on military leave
Ed. Code 44018	Compensation for employees on active military duty
Ed. Code 44800	Effect of active military service on status of employees
Ed. Code 45059	Employee ordered to active military/naval duty,; computation of salary
Gov. Code 18540	Definition of armed forces
Gov. Code 18540.3	Recognized military service
Gov. Code 20990-21013	Pension benefits,; PERS members on military leave
M&V Code 146	Events justifying calling of militia into active service
M&V Code 389	Definitions; temporary military leave
M&V Code 394	Nondiscrimination based on military service
M&V Code 395-395.9	Military leave
Federal	Description
20 CFR 1002.1-1002.314	Uniformed Services Employment and Reemployment Rights Act of 1994
38 USC 4301-4334	Uniformed Services Employment and Reemployment Rights Act of 1994
30 03C 4301-4334	Onyormea Services Employment and Reemployment Rights Act of 1774
Management Resources	Description
Attorney General Opinion	18 Ops.Cal.Atty.Gen. 178 (1951)
Attorney General Opinion	19 Ops.Cal.Atty.Gen. 132 (1952)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 924 (1978)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	77 Ops.Cal.Atty.Gen. 56 (1994)
Court Decision	Bowers v. San Buenaventura (1977) 75 Cal. App.3d 65
Court Decision	Wright v. City of Santa Clara (1989) 213 Cal. App.3d 1503
U.S. Department of Labor	
Publication	A Non-Technical Resource Guide to the Uniformed Services
	Employment and Reemployment Rights Act (USERRA), rev. April 2005
Website	National Committee for Employer Support of the Guard and Reserve
Website	Thursture Committee for Employer Support of the Sum a with Acese. To
Website	U.S. Department of Labor, USERRA
Website Website	U.S. Department of Labor, USERRA
Website Website Cross References	U.S. Department of Labor, USERRA National School Boards Association
Website Website Cross References Code	U.S. Department of Labor, USERRA National School Boards Association Description
Website Website Cross References Code 2121	U.S. Department of Labor, USERRA National School Boards Association Description Superintendent's Contract
Website Website Cross References Code 2121 4030	U.S. Department of Labor, USERRA National School Boards Association Description Superintendent's Contract Nondiscrimination In Employment
Website Website Cross References Code 2121 4030 4030	U.S. Department of Labor, USERRA National School Boards Association Description Superintendent's Contract Nondiscrimination In Employment Nondiscrimination In Employment
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Website Website Cross References Code 2121 4030 4030 4032 4112.9 4112.9-E(1)	U.S. Department of Labor, USERRA National School Boards Association Description Superintendent's Contract Nondiscrimination In Employment Nondiscrimination In Employment Reasonable Accommodation Employee Notifications Employee Notifications
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Personal Illness/Injury Leave

4361.1

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/9/23	
Agenda Item:	
Board Policy and Administra Action	tive Regulation 4218: Dismissal/Suspension/Disciplinary
Background (Describe purpose/rat	cionale of the agenda item):
District), in which the U.S. Suprenschool coach who refused to fol the presence of students after for speech rights. Policy also updated disciplining of any employee for	reflect NEW COURT DECISION (Kennedy v. Bremerton School ne Court held that the district's decision not to rehire a high low district direction to refrain from offering prayers openly in otball games, violated the employee's free exercise and free sted to include language formerly in AR that prohibits the protecting a student who is exercising a free speech or press within the "Procedures for Serious Disciplinary Proceedings"
to move, from AR to BP, material	Dismissal/Suspension/Disciplinary Action Regulation updated which prohibits the disciplining of an employee for acting to peech or press, and to make clarifying changes throughout.
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: Submitted/Recommended By:	uperintendent's Office Approved for Submission to the Governing Board:
Lisa DeRosier, Executive Assistar	Rhonda Jayla
Reviewed by Cabinet Member:	A). Kilolida Taylor, Superintendent

Classified Personnel
BP 4218

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

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(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 4000 - Concepts and Roles)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult Student Interactions)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4200 - Classified Personnel)
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Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

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(cf. 4030 Nondiscrimination in Employment)
(cf. 4112.6/4212.6/4312.6 Personnel Files)
(cf. 4119.1/4219.1/4319.1 Civil and Legal Rights)
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A probationary classified employee may be dismissed by the Superintendent or designee without cause at any time prior to the expiration of the probationary period.

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(cf. 4216 Probationary/Permanent Status)
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Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly hearing. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

(cf. 9321 - Closed Session)

The employee shall be entitled to appear personally, produce evidence, and be represented by

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be

deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

In lieu Except for an allegation of holding egregious misconduct in which a Board hearing on the sufficiency of the causes for disciplinary action minor is involved, the Board may delegate it's the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When the a matter is heard by a third-party hearing officer, the Board retains the authority to shall review the determination and to adopt or reject the recommended decision. (Education Code 45113)

If When any the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

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Legal Reference:
        EDUCATION CODE
        35161 Delegation of powers and duties
        44009 Conviction of specified crimes
        44010 Sex offense
       44011 "Controlled substance offense" defined
        44031 Personnel file
       44940 Leave of absence; employee charged with mandatory or optional leave of absence offense
       44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security
       44990-44994 Testimony of minor witnesses at dismissal or suspension hearings
       45101 Definitions (including "disciplinary action," "cause")
       45109 Fixing of duties
      45113 Rules and regulations for classified service in districts not incorporating the merit system
      45123 Employment after conviction of sex or narcotics offense
      45124 Dismissal of sexual psychopath
      45202 Transfer of accumulated sick leave and other benefits following dismissal
      45240-45320 Merit system, classified employees
      CODE OF CIVIL PROCEDURE
      1286.2 Grounds for vacating decision of arbitrator
      GOVERNMENT CODE
      11500-11529 Administrative adjudication
     12900-12996 Fair Employment and Housing Act
     54957 Brown Act open meeting laws; closed session
     HEALTH AND SAFETY CODE
     11054 Schedule I; substances included
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11055 Schedule II, substances included 11056 Schedule III, substances included 11357-11361 Marijuana 11363 Peyote 11364 Opium 11370.1 Possession of controlled substances with a firearm 187 Murder 667.5 Sex offenders 830.32 Peace officers employed by district 1192.7 Violent or serious felony 11165.2-11165.6 Child abuse or neglect, definitions **VEHICLE CODE** 1808.8 School bus drivers; dismissal for safety related cause UNITED STATES CODE, TITLE 42 12101-12213 Americans with Disabilities Act **COURT DECISIONS** California School Employees Association v. Bonita Unified School District, (2008) No. B200141 California School Employees v. Livingston Union School District, (2007) 149 Cal. App 4th 391 CSEA v. Foothill Community College District, (1975) 52 Cal. App. 3rd 150, 155-156, 124 Cal. Rptr Skelly v. State Personnel Board (1975) 15 Cal. 3d 194

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State Ed. Code 35161 Ed. Code 44009 Ed. Code 44011 Ed. Code 44011 Ed. Code 44940 Ed. Code 44940.5 Ed. Code 45101 Ed. Code 45109 Ed. Code 45123 Ed. Code 45302 Ed. Code 45303 Ed. Code 45304 Veh. Code 1808.8 California Constitution Article 1, Section 1	Description Board delegation of any powers or duties Conviction of specified crimes Sex offense; definitions Controlled substance offense Compulsory leave of absence for certificated persons Procedures when employees are placed on compulsory leave of absence Definitions (including; disciplinary action, and cause) Fixing of duties Notification of charges,; classified employees Employment after conviction of controlled substance offense Demotion and removal from permanent classified service Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense Compulsory leave of absence for classified persons Schoolbus drivers; dismissal for safety-related cause Inalienable rights
Federal 42 USC 12101-12213	Description Americans with Discourse

42 USC 12101-12213 U.S. Constitution First	Americans with Disabilities Act
Amendment	Free exercise, free speech, and establishment clauses
Management Resources Court Decision Court Decision	Description Kennedy v. Bremerton School District (2000)
Court Decision Court Decision Website	149 Cal. App. 4th 391 CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150 Skelly v. California Personnel Board (1975) 15 Cal.3d 194 Department of General Services, Above 77
Website Website	Case Type (https://www.dgs.ca.gov/OAH/Case- Types/General-Jurisdiction/About/Page-Content/About- Teacher-Dismissal) Office of Administrative Hearings (https://www.dgs.ca.gov/OAH) Office of the Attorney General (https://oag.ca.gov/)

Cross References

Code	Description
1114	
1114	District Sponsored Social Media
1312.1	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.3	Complaints Concerning District Employees
1312.3	Onijorm Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-EPDF(2)	Uniform Complaint Procedures
3230	Uniform Complaint Procedures
3230	Federal Grant Funds
3512	Federal Grant Funds
3512-E(1)	Equipment
3512-E PDF(1)	Equipment
3513.3	Equipment
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3513.4	Tobacco-Free Schools
3515.2	Drug And Alcohol Free Schools
3515.2 3515.2	Disruptions
	Disruptions
3515.21 3515.3	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3516.2	Bomb Threats
3542	School Bus Drivers
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4040-E PDF(1)	Employee Use Of Technology
4112.42	Drug And Alcohol Testing E
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Drug And Alcohol Testing For School Bus Drivers Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.5-E PDF(1)	Criminal Record Check
4112.6	Personnel Files
4113.5	Working Remotely
4119.1	Civil And Land Dr. A.
4119.12	Civil And Legal Rights
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4119.12-E PDF(1)	Title IA Sexual Hardssment Complaint Procedures
4119.21	Title IA Sexual Harassment Complaint Procedures
4119.21-E(1)	Tiojessional Standards
4119.21-E PDF(1)	Professional Standards
4119.22	Professional Standards
4119.23	Dress And Grooming
4119.24	Unauthorized Release Of Confidential/Privileged Information Maintaining Appropriate Advances
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	FF. "9"

4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers Drug And Alcohol Testing For School Bus Drivers
	Criminal Record Check
4212.5 4212.5 F(1)	Criminal Record Check
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4212.6	Personnel Files
4213.5	Working Remotely
4216	Probationary/Permanent Status
4219.1	Civil And Legal Rights
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.21-E PDF(1)	Professional Standards
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4219.24 4219.25 4219.25 4227 4227 4236 4241.6 4241.6 4254 4254 4257 4257	Maintaining Appropriate Adult-Student Interactions Political Activities Of Employees Political Activities Of Employees Temporary Athletic Team Coaches Temporary Athletic Team Coaches Nonschool Employment Concerted Action/Work Stoppage Concerted Action/Work Stoppage Health And Welfare Benefits Health And Welfare Benefits Employee Safety Employee Safety
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Policy 4218 adopted: March 11, 2021 revised:

Classified Personnel AR 4218(a)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1.. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6

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(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult Student Interactions)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
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- 2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
- 3. Unlawful discrimination, including harassment, against any student or other employee.

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(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
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- 4. Violation of or refusal to obey state or federal law or regulation, Board, policy, or district or school procedure-
- 5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
- 6. Unsatisfactory performance
- 7. Unprofessional conduct
- 8. Dishonesty-
- 9. Neglect of duty or absence without leave-
- 10. Insubordination-
- 11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance.

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(cf. 4020 - Drug and Alcohol-Free Workplace)
(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)
(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)
(cf. 4159/4259/4359 - Employee Assistance Program)
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12. Destruction or misuse of district property

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(cf. 4040 Employee Use of Technology)
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13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

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(cf. 4112.4/4212.4/4312.4 Health Examinations)
(cf. 4212 Appointment and Conditions of Employment)
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14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law.

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(cf. 4030 Nondiscrimination in Employment)
(cf. 4032 Reasonable Accommodation)
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15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job.

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(cf. 4119.1/4219.1/4319.1 Civil and Legal Rights)
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- 16. Violation of Education Code 45303 or Government Code 1028 (prohibiting the advocacy or teaching of communism)
- 17. Any other misconduct which is of such nature that it causes discredit or injury to the district or employee's position.

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)

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(cf. 5145.2 - Freedom of Speech/Expression)
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No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

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

Request for Board Hearing

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Hearing

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay

and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Compulsory Leave of Absence

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

- 1. Any sex offense as defined in Education Code 44010
- 2. Violation or attempted violation of Penal Code 187 (**prohibiting** murder or attempted murder)
- 3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

Regulation approved: September 17, 2012

revised: March 11, 2021