

LAKESIDE UNION SCHOOL DISTRICT

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

April 20, 2023
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.

REVISED 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).

If you wish to speak under Public Comment, complete the **Public Comment Form**. Advance written information regarding the subject will be appreciated so that all might be better informed regarding the matter. In the interest of time and order, presentations from the public are limited to four (4) minutes per person.

A. CALL TO ORDER AND ROLL CALL

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

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.

C. CLOSED SESSION – 5:00PM

1. Public Employee Discipline/Dismissal/Release pursuant to Government Code §54957;
2. Conference with Labor Negotiator, Lisa Davis, regarding the California School Employees Association and its Chapter 240 pursuant to Government Code §54957.6;
3. Conference with Legal Counsel (Currier and Hudson) regarding Pending Litigation (PERB Case No. LA-RR-1338-E) pursuant to Government Code §54956.9; and
4. Conference with staff regarding anticipated litigation; Initiation of litigation pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9: Consideration of One (1) Potential Case-Social Media Adolescent Addiction/Personal Products Liability Litigation (Social Media Litigation)
5. Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.

D. OPENING PROCEDURES – 6:00PM

1. Reconvene and Welcome Visitors
2. Closed Session Report
3. The Pledge of Allegiance will be led by students from Lakeside Middle School. Following the pledge, Principal Steve Mull and Vice Principal Jim Mietzel will share highlights from the school.

E. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

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

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

G. RECOGNITIONS

The Board will recognize the 2022-2023 Employees of the Year.

H. PRESENTATIONS/ACTION ITEM

1. Consultant Scott Barnett will present his plans of developing a proposed real estate utilization strategy and proposed process for the use of underutilized and/or excess LUSD-owned properties.
2. **Discussion/Approval** is requested to move forward to retain Scott Barnett, and/or his associated companies, (the "Consultant"), utilizing a Professional Services Contract, for the purpose of developing a proposed real estate utilization strategy and proposed process for the use of underutilized and/or excess LUSD-owned properties. Consultant will return a draft report within 45 days of issuance of the Professional Services Contract. Contract should not exceed \$25,000.
3. Dr. Patricia Fernandez, Director of Student Support, will present an annual report.

I. ITEMS OF BUSINESS

- 1.1 Designate consent agenda items.

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

- 1.2 Discussion/adoption of consent agenda items.

SUPERINTENDENT

- 2.1 **Adoption** is requested of the minutes of the regular board meeting of March 9, 2023.
- 2.2 **Adoption** is requested of Resolution No. 2023-17, proclaiming Wednesday, May 3, 2023 as Day of the Teacher in the Lakeside Union School District and expressing gratitude for their dedication and the instruction, care and support they provide the students.

HUMAN RESOURCES

- 3.1 **Approval/Ratification** is requested of Personnel Assignment Order 2023-10.
- 3.2 **Approval** is requested of an Agreement Providing for the Use of Clinical Facilities with the Grossmont-Cuyamaca Community College District for school nurse experience through practice for their college students.
- 3.3 **Approval** is requested of a Clinical Experience in Nursing Affiliation Agreement with the University of San Diego for experience through practice for their university students.

I. BUSINESS SERVICES

- 4.1 **Approval** is requested of the following monthly business reports: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures.
- 4.2 **Adoption** is requested of Resolution No. 2023-19, approving the California State Teachers' Retirement System (CalSTRS) Retirement Incentive Program. This program offers an Early Retirement Incentive (ERI) to employees who are eligible for retirement under CalSTRS. Each individual request to retire, under the provision of ERI, will be reviewed to determine the fiscal impact to the District.
- 4.3 **Adoption** is requested of Resolution No. 2023-20, approving the agreement with Royal Transportation for transportation of charter bus, activity trips and general education transportation services, and declaring the agreement exempt from competitive bidding.
- 4.4 **Adoption** is requested of Resolution No. 2023-21, terminating for convenience the agreement between the Lakeside Union School District and Student Transportation of America for Bid No. LUSD 2022-02, Contractor for Transportation of Charter Bus, Activity Trips and General Education Transportation Services.
- 4.5 **Approval** is requested of a Memorandum of Understanding with the California School Employees Association and its Chapter 240 for the 2023-24 work calendar.
- 4.6 **Approval** is requested of a Memorandum of Understanding with the California School Employees Association and its Chapter 240 for "Reduction of Hours and Elimination of Classified Positions."
- 4.7 **Approval** is requested of an updated Classified Substitute Salary Schedule, effective January 1, 2023, to include new positions to attract more qualified substitutes within different job areas.
- 4.8 **Adoption** is requested of Resolution No. 2023-18, authorizing the purchase of ASUS Chromebooks through Trafera, and the National Cooperative Purchasing Alliance (NCPA) Bid #01-149 at a cost of \$514,285.82.
- 4.9 **Approval** is requested of a Memorandum of Agreement with the San Diego County Superintendent of Schools for the After School Education and Safety (ASES) program.
- 4.10 **Approval** is requested of a K-12 Strong Workforce Program Participation Agreement Career Technical Education (CTE). We were awarded \$194,038 to be used for major improvements to our engineering pathways materials, professional development, off campus experiences for students, and career education experiences for our middle school students.
- 4.11 **Approval** is requested of the following annual contracts for the 2022-2023 school year: A) New Mediscan II, LLC (Special Ed); B) Grand Canyon University (HR); C) Student Support Services Solutions (S4) (Health Svcs); D) Maxim Healthcare Staffing Services, Inc. (Special Ed); E) School Innovations & Achievement (Ed Services); F) San Diego County Superintendent of Schools (Pupil Svcs); G) Grossmont Union School District (Child Nutrition); H) Southwest Construction Services (Maint); I) Eastern San Diego County Junior Fair (Maint); J) El Capitan Stadium Association (Maint); and K) The Whosoevers (TdS Assembly).
- 4.12 **Approval** is requested of the following annual contracts for the 2023-2024 school year: A) Chemsearch FE; B) Heartland Solutions; C) Frontline Education; and D) Seesaw.

I. BUSINESS SERVICES (CONTINUED)

- 4.13 **Approval** is requested of the following gifts to the District: A) El Capitan Stadium Association donated \$3,000 to Lindo Park for books and \$1,500 for BizTown; B) Coldwell Banker West Foundation donated \$355.27 to Ms. Morehouse’s classroom at Lakeside Farms; C) El Capitan Stadium Association donated \$3,500 to Tierra del Sol Middle School for the Robotics Club to help with fees and purchase materials; D) Santee Lowe’s donated \$250 worth of plants to the DREAM Academy for the pollinator garden; and E) Lakeside PTA Council donated \$750 each towards the outdoor education programs at both middle schools.
- 4.14 **Approval** is requested of the 2021-22 Annual Bond Audit Report by Wilkinson Hadley King & Co. LLP, per Education Code 41020.3, stating the governing body of each LEA shall review at a public meeting, the annual audit for the prior year, any audit exceptions identified, and recommendations of findings.

EDUCATION SERVICES

- 5.1 **Approval** is requested of the purchase of ECA Science Kits for the middle school Science teacher teaching the Open SciEd adopted curriculum at a cost of \$108,000.
- 5.2 **Approval** is requested of an Interdistrict Attendance Agreement with San Diego Unified School District for the years 2023-2028.

BOARD POLICIES, REGULATIONS, BYLAWS AND/OR EXHIBITS

- 6.1 **Adoption** is requested of Board Policy 4140/4240/4340: Bargaining Units.
- 6.2 **Adoption** is requested of Board Policy 7150: Site Selection and Development.

J. INFORMATIONAL ITEM

Enrollment Report for Month 7 (through 3/3/23).

K. DISCUSSION ITEMS

1. *First Reading* of Board Policy and Regulation 3515: Campus Security.
2. *First Reading* of Board Policy and Regulation 4112.2: Certification.
3. *First Reading* of Board Policy and Regulation 5142: Safety.
4. *Second Reading* of Board Policy and Exhibit 5145.6: Parental Notifications.
5. *Second Reading* of Board Policy and Administrative Regulation 6143: Courses of Study.
6. *Second Reading* of Board Policy and Administrative Regulation 6161.1: Selection and Evaluation of Instructional Materials.

L. REPORTS TO THE BOARD

1. Union Representatives:
 - A. **Kerry Strong**, will present comments as the Lakeside Teachers Association President.
 - B. **David Myers**, will present comments as the California School Employees Association President.

L. REPORTS TO THE BOARD (CONTINUED)

2. District Superintendents

- A. **Lisa Davis** will present business and operations updates.
- B. **Dr. Natalie Winspear** will present educational services updates.
- C. **Dr. Rhonda Taylor** will present closing comments.

M. ADJOURNMENT

Respectfully Submitted,

Rhonda L. Taylor, Ed.D.
Superintendent

MEMORANDUM

April 20, 2023

To: Board of Trustees

From: Board President Andrew Hayes, Board Trustee/Clerk Jim Bennett

SUBJECT: Professional Services Contract-Real Estate Utilization Strategy

ACTION ITEM:

Direct the Superintendent to retain Scott Barnett, and/or his associated companies, (the "Consultant"), utilizing a Professional Services Contract, for the purpose of developing a proposed real estate utilization strategy and proposed process for the use of underutilized and/or excess LUSD-owned properties.

Consultant should return with a draft report within 45 days of issuance of the Professional Services Contract.

Contract should not exceed \$25,000.

Background:

- Ensuring Lakeside Union School District ("LUSD") has safe and modern educational facilities and ongoing revenues is a constant challenge. With the end of COVID funding and possible downturn in the economy, it is highly likely LUSD will face funding insecurity.
- Finding ways to properly compensate educators, classified staff, and keep up with pension obligations should continue to be a priority of this school board.
- Exploring options to build local "teacher housing", joint use facilities, and educational resources at no cost to LUSD will help ensure workforce stability, give educators the opportunity to live in the community, reduce traffic impacts, and continue to provide diverse learning options for LUSD students and families.

- Voters have shown an unwillingness to raise property taxes to pay for new bonds to upgrade and build new facilities.

Real Estate Utilization Strategy Potential

Developing a real estate strategy for underutilized and/or excess properties in the LUSD portfolio can:

- Create partnerships with the private and non-profit sector to “leverage” the value of the land.
- Generate ongoing and long-term lease revenues which LUSD could use for a variety of educational purposes.
- Construct new and upgraded educational facilities such as classrooms, CTE workshops, science labs, and a variety of other uses, at no cost to the taxpayers. In many instances these facilities can also serve broader community needs including ball fields, meeting rooms, public safety facilities.
- Provide for community needs such as “workforce” housing for educators.
- Lack of available space is often a major constraint on non-profits and other governmental entities' abilities to supply services such as day care and afterschool programs. New facilities can also be used as meeting rooms under the Civic Center Act for service clubs, community organizations, religious gatherings, veterans' organizations, businesses groups, charitable organizations.

The above are just examples and are not intended to presuppose any specific use.

The Consultant should:

- Prioritize options that will allow LUSD to maintain ownership of its properties.
- Include options for maximizing public involvement, including experts from different disciplines.
- Propose methods for both cost recovery of LUSD upfront funding - including this contract - and potential sources of ongoing non-district revenues to implement the proposed review and project approval process.

- Include a detailed budget, timeline, and delineate proposed consultants, legal counsel, and key disciplines of individuals/firms who are experienced in school district property utilization issues.

Why Scott Barnett?

As a former San Diego Unified School Board Trustee, Barnett received unanimous support of his colleagues for his proposals to work with private developers, non-profit organizations, and state and local governments to create a land utilization process which resulted in projects on active school sites and excess properties. In addition to lease revenues to the San Diego Unified School District ("SDUSD"), these projects have created (or will soon be completed) including:

- STEM Lab
- Community Garden
- "Affordable" teacher housing
- Dog park (to separate dogs from students)
- School field and perimeter maintenance
- Historic House preservation/an educational resource
- Continued funding of SDUSD Old Town program by partnering with the Chamber of Commerce, saving educator's jobs.
- A YMCA located in an unused SDUSD middle school building.
- (A planned/funded pool to be operated by the Y, with priority use by swim team students, swim lessons and use of facilities at no cost to students/families at designated income levels)

Note: All SDUSD bargaining units supported these initiatives.

In 40 years as both an elected official, taxpayers' watchdog, media commentator, budget analyst. Scott Barnett has been involved in numerous innovative approaches to building public facilities and generating new and sustained tax. revenues.

Currently he is an employee/owner with Harris & Associates, a project management firm, contracted to work on the SDUSD bond programs. SDUSD is spending \$2 million per day on \$700 million in projects. Specifically, Barnett is working on plans to develop facilities to assist homeless students.

Barnett was engaged in various roles in the development of the SDUSD plans for over \$13 Billion in bond and construction projects from 1998 through 2022.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 4/20/23

Agenda Item:

Approval of Minutes

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

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

Regular Board Meeting of March 9, 2023

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

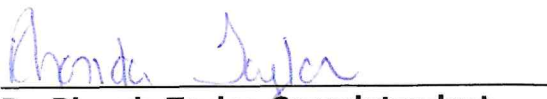
- | | |
|--|---|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input checked="" type="checkbox"/>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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

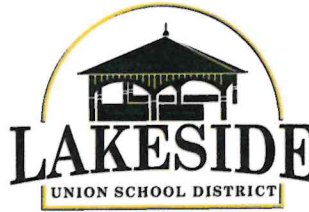
Approved for Submission to the Governing Board:


Lisa DeRosier, Executive Assistant


Dr. Rhonda Taylor, Superintendent

Administration:

RHONDA L. TAYLOR, Ed.D.
Superintendent
NATALIE WINSPEAR, Ed.D.
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

March 9, 2023

District Administration Center

- | | |
|---|----------------------------------|
| <p>A. The regular meeting of the Lakeside Union School District Board of Trustees was called to order at 5:00 p.m. by Andrew Hayes, President, with the following members present: Lara Hoefer Moir, Vice President; 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.</p> | <p>Call to Order</p> |
| <p>B. There were no requests to speak to the Board prior to closed session.</p> | <p>Public
Comments</p> |
| <p>C. At 5:01 p.m., the Governing Board moved to closed session to discuss the following items: 1) Public Employee Discipline/Dismissal/Release pursuant to Government Code §54957; 2) Conference with Labor Negotiator, Lisa Davis, regarding the California School Employees Association and its Chapter 240 pursuant to Government Code §54957.6; 3) Conference with Legal Counsel (Currier and Hudson) regarding Pending Litigation (PERB Case No. LA-RR-1338-E) pursuant to Government Code §54956.9; and 4) Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.</p> | <p>Closed Session</p> |
| <p>D. President Hayes welcomed visitors and reported out on closed session items:</p> | <p>Welcome</p> |
| <p>1. <u>It was moved by</u> Vice President Hoefer Moir and seconded by Member Ellenson to take action to nonreelect probationary certificated employees #617338 and #615718, pursuant to Government Code §54957. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).</p> | <p>Closed Session
Report</p> |
| <p>2. No action was taken on Conference with Labor Negotiator, Lisa Davis, regarding the California School Employees Association and its Chapter 240 pursuant to Government Code §54957.6.</p> | |
| <p>3. No action was taken on Conference with Legal Counsel (Currier and Hudson) regarding Pending Litigation (PERB Case No. LA-RR-1338-E) pursuant to Government Code §54956.9.</p> | |
| <p>4. No action was taken on Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.</p> | |
| <p>Safety Patrol members, Felix Medina and Paola Melgarejo, from Lindo Park Elementary led the pledge of allegiance. Following the pledge, Principal Tessa Green shared highlights from the school including: the term TEAM (Together Everyone Achieves More), scavenger hunt with staff, red ribbon week, school pride, after school clubs, daily music, Winter Extravaganza, positive parenting nights, Maps data, interventions, specials, dedicated and committed PLC time, field trips, and so much more!</p> | <p>Lindo Park
Spotlight</p> |

E. Clerk Bennett had no formal report.

Member Ellenson attended the Lakeside Middle School dance performance and was impressed by the organization and talent of our students. She also attended the Stolen event which was eye opening and important. In February she began her tour of the district, visiting Lemon Crest, Lakeside Farms, Lakeview, Winter Gardens and Riverview so far. She attended love of reading at Riverview and Lemon Crest and sat in on the 4th and 5th grade teachers reviewing Social Studies curriculum at Lindo Park.

Member Kasper met his goal of visiting every school and department in the district at least once. He had an extensive visit with Dr. Fernandez who is a wealth of information. He read to the Lindo Park, Lakeview, Lemon Crest, Riverview and Winter Gardens students during love of reading week. He will visit River Valley and Tierra del Sol Middle School next week.

Vice President Hoefer Moir celebrated the PTA at their Founders Day brunch. She attended the River Valley parent night which was very well attended. She announced that the new Lakeside library is in a soft opening right now and it looks amazing. The Jr. Fair is holding a fundraiser BBQ and live auction.

President Hayes attended the LMS advanced orchestra concert at West Hills High. It was nice to see our students interact so well with the high school students. He attended the PTA Founders Day brunch, Chamber of Commerce meeting, love of reading at Riverview, Winter Gardens and Lemon Crest, and the benefits meeting. He thanked Bonnie LaChappa for the sandwiches tonight. He is tracking bill AB 1078 which removes local control over school district curriculum. He announced that March 25 is the grand opening for the new library.

F. There were four requests to speak to the Board: a request from a former teacher for artwork that can be displayed at Rady Children’s Hospital; the poor maintenance of our fields and locker rooms; a suggestion to hold Open Houses in the evening for working parents; and a thank you to LVN Maria Wynns.

G. 1. The Board and Dr. Patricia Fernandez recognized the Health Services department for their commitment to the health and safety of our staff and students. Irvin Lynn spoke about LVN Maria Wynns helping to save another staff member’s life. Dr. Fernandez introduced each team member which includes 2 nurses and 6 LVN’s.

2. The Board recognized the East County Schools Credit Union for serving our staff consistently for many years. Steve Devan and Karen Fleck presented the district with a \$1,000 check to support the needs of students in homeless situations or that have needs not able to be met by the District.

H. 1. At 7:05 p.m. President Hayes opened a public hearing to receive input regarding the Home-to-School Transportation Plan (HTS). Hearing no comments, the President closed the hearing.

2. It was moved by Vice President Hoefer Moir and seconded by Member Kasper to approve the Home-to-School Transportation Services Plan. The plan provides reimbursement funding for school districts based on prior year eligible transportation expenditures and prior year LCFF transportation related add-on funding. The plan shall be adopted by the Governing Board by April 1 of each year. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).

Trustee Reports
and Comments

Public
Comments

Health Services

East County
Schools Credit
Union

Public Hearing

Home-to-School
Transportation
Plan

<p>I. 1. Assistant Superintendent, Dr. Natalie Winspear, presented a mid-year data report. She shared Maps data from Winter 2022 to Winter 2023. We would like the scores to be higher, but we are stabilizing. Dr. Winspear covered the following topics: reading and math growth by grade level; mitigating learning loss; intervention/WINN time; summer/ESY academy; MTSS TOSA's; Kidwatch; Lindo Park EL's achievement; Lakeview's intervention efforts; CHKS data; student support data; etc.</p>	<p>Mid-Year Data Report</p>
<p>2. Assistant Superintendent, Lisa Davis, presented the 2022-2023 Second Interim Financial Report. She walked through the timeline of adopting the budget. Our general fund revenues are at \$77.6 million while our expenditures are at \$78.2 million. 76% of our budget is salaries and benefits. In our multi-year projections, it shows we are deficit spending around \$600,000. Currently our reserves are 19%. President Hayes asked a few clarifying questions.</p>	<p>Second Interim Presentation</p>
<p>3. <u>It was moved by</u> Clerk Bennett and seconded by Vice President Hoefer Moir to adopt the Second Interim Financial Report, with actuals as of January 31, 2023 of the District's Statement of Positive Certification indicating the District's ability to meet its financial obligations for the 2022-2023 fiscal and two subsequent fiscal years. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).</p>	<p>Approve Second Interim Financial Report</p>
<p>J. <u>It was moved by</u> Vice President Hoefer Moir and seconded by Member Ellenson to designate all Items of Business to the consent agenda with the exception of Items 4.6, 4.8 and 4.9. The motion carried unanimously to designate Items of Business 2.1, 2.2, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 5.1, 6.1, 6.2 and 6.3 to the consent agenda.</p>	<p>Consent Agenda</p>
<p>1.1 <u>It was moved by</u> Vice President Hoefer Moir and seconded by Member Ellenson to adopt the following items of business:</p>	<p>Items of Business</p>
<p>1.2 There was no discussion on items.</p>	<p>Discussion</p>
<p><u>SUPERINTENDENT</u></p>	
<p>2.1 A motion to adopt the regular board meeting minutes of February 9, 2023 and the special board meeting minutes of February 8, 2023.</p>	<p>Adopt Minutes</p>
<p>2.2 A motion to adopt a revised 2023 Board Meeting schedule, reflecting a date change to the September meeting to September 21.</p>	<p>Adopt Revised Board Calendar</p>
<p><u>HUMAN RESOURCES</u></p>	
<p>3.1 A motion to approve/ratify Personnel Assignment Order 2023-09.</p>	<p>Approve PAO</p>
<p>3.2 A motion to adopt Resolution No. 2023-16, reducing or discontinuing particular kinds of services for the 2023-24 school year implementing Education Code §45114, 45117, 45298 and 45308.</p>	<p>Adopt Layoff Resolution No. 2023-16</p>
<p>3.3 A motion to approve a Student Teaching Letter of Agreement with Western Governors University to provide teaching experience to the students of the university.</p>	<p>Approve Agrmnt w/Western Gov</p>
<p>3.4 A motion to approve a Memorandum of Understanding and new job description for an <i>ESS Health Technician Site Lead Assistant</i> with the California School Employees Association and its Chapter 240.</p>	<p>Approve MoU for New ESS Job Description</p>

J. BUSINESS SERVICES

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| 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 Services Agreement with the San Diego Superintendent of Schools for a gardening grant at Tierra del Sol Middle School from July 1 through August 31, 2023 in the amount of \$7,500. | Approve Agrmnt for TDS Gardening Grant |
| 4.3 | A motion to approve the following annual contracts for the 2022-2023 school year: A) Assess-APE LLC (Special Ed); B) Ron Cook Media (Multi); C) Noredink (Tds); D) Brenda Huyser Addendum (Business Services); E) GEM Industrial (Maint); F) Soliant Staff (Special Ed); and G) School Innovations & Achievement (Pupil Services). | Approve Annual Contracts |
| 4.4 | A motion to approve Amendment #3 with Climatec LLC for ADA improvements per DSA-approved solar design at seven (7) sites as part of the LUSD Infrastructure Modernization & Utility Savings Program at a cost of \$113,119. | Approve Amend-ment #3 with Climatec LLC |
| 4.5 | A motion to approve Amendment #4 with Climatec LLC to replace rusted electrical to support the new solar panels at Lakeside Farms at a cost of \$53,720. | Approve Amend-ment #4 Climatec |
| 4.7 | A motion to approve the following out-of-state conferences: A) Kim Messina to attend the "Dance Teacher Conference and Expo" in Las Vegas, NV from July 27-30, 2023; and B) 5 Special Education employees to attend the LRP National Institute in New Orleans, LA from April 15-19, 2023. | Approve Out-of-State Conferences |

EDUCATION SERVICES

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| 5.1 | A motion to approve a contract with Math Transformations, giving every student in the District a high-quality, coherent math experience that will foster teacher and administrator ownership as well. The cost to the district will be \$491,700 for year 1. | Approve Contr for Math Transformations |
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BOARD POLICIES, REGULATIONS AND/OR EXHIBITS

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| 6.1 | A motion to adopt Board Policy 4119.1/4219.1/4319.1: Civil and Legal Rights. | Adopt BP 4119.1 |
| 6.2 | A motion to adopt Administrative Regulation 4161.5/4261.5/4361.5: Military Leave. | Adopt AR 4161.5 |
| 6.3 | A motion to adopt Board Policy and Administrative Regulation 4218: Dismissal/Suspension/Disciplinary Action. | Adopt BP/AR 4218 |

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

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| 4.6 | <u>It was moved by</u> Vice President Hoefler Moir and seconded by Member Kasper to approve a contract with Creative Bus Sales for the purchase of 14 Clean Energy Electric School Busses at an approximate cost of \$4,530,000 (paid for from EPA Grant). Lisa Davis gave an overview of our transportation issues over the past few years with driver shortages and lack of ridership. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefler Moir, Kasper). | Approve 14 Electric School Buses |
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J. ITEMS OF BUSINESS (CONTINUED)

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| <p>4.8 <u>It was moved by</u> Member Ellenson and seconded by Vice President Hoefer Moir to approve the following gifts to Lakeside Middle School: A) Show Choir: Mariden Corp. \$173.96, William Simpson \$100, Russell Buehmke \$200, Retired Teachers Association \$350, various donors \$95; B) FFA: El Capitan Stadium Association \$1,960, Stotz Equipment \$660, Lara Hoefer Moir \$100, San Diego Foundation \$500, various donors \$100; C) Orchestra: Woman’s Club of Lakeside \$50; and D) Lakeside PTA Council donated \$750 towards the Outdoor Ed program. Vice President Hoefer Moir thanked everyone for the great gifts to the district. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).</p> | <p>Accept Gifts to
Lakeside Middle
School</p> |
| <p>4.9 <u>It was moved by</u> Vice President Hoefer Moir and seconded by Clerk Bennett to approve the following gifts to the District: A) Esther Croteau donated \$75 towards the Lakeside Farms Peace Patrol/Peaceful Playgrounds; B) Lakeside PTA Council donated \$750 towards the Outdoor Ed program at TdS; and C) El Capitan Stadium Association donated \$3,436.38 towards lunch tables at Lindo Park. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).</p> | <p>Accept Gifts to
the District</p> |
| <p>K. 1. The Board reviewed the enrollment report for Month 6 (through 2/3/23).</p> <p>2. The Board reviewed the Quarterly Investment Reports, San Diego County Treasury Investment Pool, as of quarter ended on December 31, 2022.</p> | <p>Enr Report

Quarterly Inv
Reports</p> |
| <p>L. 1. Second reading of Board Policy 4140/4240/4340: Bargaining Units. The Board will adopt at the next regular meeting.</p> <p>2. First reading of Board Policy and Exhibit 5145.6: Parental Notifications. The Board will hold a second reading at the next regular meeting.</p> <p>3. Pulled Board Policy and Administrative Regulation 6143: Courses of Study. The Board will bring back for a first reading at the next regular meeting.</p> <p>4. First reading of Board Policy and Administrative Regulation 6161.1: Selection and Evaluation of Instructional Materials. The Board will adopt at the next regular meeting.</p> <p>5. First reading of Board Policy 7150: Site Selection and Development. The Board will adopt at the next regular meeting.</p> | <p>BP 1410

BP/E 5145.6

Pulled BP/AR
6143

BP/AR 6161.1

BP 7150</p> |
| <p>M. 1A. Kerry Strong, LTA President, was not present at the meeting.</p> <p>1B. David Myers, CSEA President, was not present at the meeting.</p> <p>2A. Lisa Davis, Assistant Superintendent, commented that the audit report will come before the Board next month. She gave a shout out to Pete Prado and Kenny Eaton from the Tech department. Pete has been a great support with the Chromebooks, and Kenny has been efficiently solving tech problems around the district. Child Nutrition has been working on “scratch” breakfast sandwiches and sliders. She commented that solar panels will be installed at the district office and at Lakeview over Spring break. President Hayes asked why all the schools aren’t getting solar. She will investigate the question and come back with the answer.</p> | <p>LTA President

CSEA President

Lisa Davis</p> |

M. REPORTS TO THE BOARD (CONTINUED)

2B. Dr. Natalie Winspear, Assistant Superintendent, reported out from the Tech Committee on student and staff devices. The district will purchase Chromebooks with touch screens for students in grades 3-5 and continue with iPads in grades K-2. The committee decided that the Macbook is still the best option for teachers, but we won't need to replace them for a couple years. We will replace laptops around the time we need to replace TV's. She reminded the Board about the PIQE training April 18-June 13. Space is limited to 30 families.

Dr. Natalie
Winspear

2C. Dr. Rhonda Taylor, Superintendent, shared her experience from the Courageous Principals conference in Texas. She attended with 6 of our principals. It was an amazing facility with high energy. The team was able to network with people from all other the nation. She thanked the board for allowing the team to attend. A second team will be going in April.

Dr. Rhonda
Taylor

N. 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 8:31 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: 4/20/23

Agenda Item:

Day of the Teacher Resolution #2023-17

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

Resolution #2022-17, proclaiming Wednesday, May 3, 2023 as Day of the Teacher in the Lakeside Union School District and expressing gratitude for their dedication and the instruction, care and support they provide the students.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

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

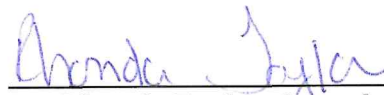
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

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

**DAY OF THE TEACHER
RESOLUTION NO. 2023-17**

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

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

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

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

BE IT RESOLVED that the Governing Board of the Lakeside Union School District does hereby proclaim Wednesday, *May 3, 2023*, as **DAY OF THE TEACHER** in Lakeside; and

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

PASSED AND ADOPTED this 20th day of April 2023 by the Board of Trustees of the Lakeside Union School District of San Diego County, California.

Andrew Hayes, President

Lara Hoefler Moir, Vice President

Jim Bennett, Clerk

Ron Kasper, Member

Autumn Ellenson, Member

*Dr. Rhonda L. Taylor
Superintendent*

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 4/20/23

Agenda Item:

Personnel Assignment Order 2023-10

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

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

Fiscal Impact (Cost):

Varies

Funding Source:

General Fund

Addresses Emphasis Goal(s):

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

Recommended Action:

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

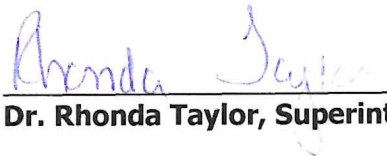
Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Christine Sinatra, HR Exec Director



Dr. Rhonda Taylor, Superintendent

**LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING, April 20, 2023
Personnel Assignment Order – 2023-010**

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

B. Return from LOA::

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

C. Change of Status/Location:

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

D. Unpaid Leave of absence:

Employee	Assignment/Location	Reason	Recommendation	Effective Date

E. Released:

Employee	Assignment/Location	Class/Step	Reason	Effective Date

F. Retirement:

Employee	Assignment/Location	Effective Date

Consent to Serve:

Employee	Location	Position	Reason	Effective Date

Classified Staff

H. New Hire:Rehires:

Employee	Location	Position/Class/Step	Previous Monthly Salary	New Monthly Salary	Effective Date
Behana, Laura	Lakeview	CSS/8/1	N/A	\$763.50	4/17/2023
Blejski, Carolina	Riverview	CSS/8/1	N/A	\$1,256.82	4/17/2023
Glover, Jordan	Maintenance	Skilled Maint Worker/29/7	N/A	\$5,366.00	3/10/2023
Hurrell, Ashtyn	Lakeside Farms	IA-I-SPED/10/3	N/A	\$798.14	3/20/2023
Rust, Heather	Riverview	IA-I-SPED/10/3	N/A	\$798.14	4/17/2023
Sanchez, Katia	Lakeside Farms	IA-I-SPED/10/1	N/A	\$771.14	3/20/2023

I. Change of Status:

Employee	Location	Position/Class/Step	Previous Monthly Salary	New Monthly Salary	Effective Date
Bishop, Lourissa	Lindo Park	ESS Health Tech	\$1,336.43	\$2,272.62	4/1/2023
Castanos, Megan	Riverview	ESS Health Tech	\$1,336.43	\$2,272.62	4/1/2023
Conner, Maria	Lindo Park	IA-II-SPED/12/2	\$1,273.00	\$1,934.00	4/17/2023
Gioscia, Sonoma	Winter Gardens	ESS Health Tech	\$1,081.93	\$2,272.62	4/1/2023
Greer, Christina	Lakeview	Ess Health Tech	\$2,209.88	\$3,023.54	4/1/2023
Lopez, Christell	Child Nutrition	CNA/8/4	\$2,132.21	\$669.27	3/8/2023
Marks, Kyla	Lindo Park	IA-II-SPED/12/2	\$1,273.00	\$1,934.00	4/17/2023
Mercado, Lilyana	LEAP	IA-III-SPED/14/1	\$1,296.85	\$912.38	4/17/2023
Nunez, Inez	Lakeside Farms	ESS Health Tech	\$1,590.93	\$2,272.62	4/1/2023
Rogers, Alexis	Itinerant	ESS Health Tech	\$763.50	\$2,272.62	4/1/2023
Tait, Serena	Lemon Crest	ESS Health Tech	\$1,257.55	\$2,363.06	4/1/2023

J. Management Position:

Employee	Location	Position/Range/Step	Effective Date

K. Resignations:

Employee	Location	Position	Reason	Effective Date
Schunk, Taylor	ESS	CDA	N/A	4/1/2023
Wilson, Charlotte	Lemon Crest	IA-III-SPED	Moved	3/18/2023

L. Change in location :

Employee Name	Location	Position	Effective Date

M. 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: March 9, 2023

Agenda Item:

Clinical Experience in Nursing Affiliation Agreement

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

To provide students of Grossmont-Cuyamaca Community College District experience through clinical practice at LUSD.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

- Informational Denial/Rejection
 Discussion Ratification
 Approval Explanation:
 Adoption

Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Christine Sinatra, Director, HR


Dr. Rhonda Taylor, Superintendent

AGREEMENT PROVIDING FOR THE USE OF CLINICAL FACILITIES

This agreement is entered into this Monday, April 3, 2023 by and between the **GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT** (on behalf of GROSSMONT COLLEGE), 8800 Grossmont College Drive, El Cajon, CA 92020, hereinafter called the "District", and **(Lakeside Union School District)** hereinafter called "Facility".

The District has received approval from its Governing Board to conduct programs in **NURSING PROGRAM** education. In order to properly conduct such programs, on-the-job training experiences are required. It is of mutual benefit to the parties that students in said program use the clinical facilities of the Facility for their learning experience.

NOW, THEREFORE, the parties agree as follows:

1. TERM OF THE AGREEMENT

The term of this Agreement shall extend from June 30, 2026, unless either party hereto subscribing requests modification or serves notice of termination. Said request or notice shall be established by written notification, sent by certified mail, three months prior to the termination date.

2. NONDISCRIMINATION

The Facility shall not discriminate against any student on the basis of race, religion, color, national origin, sex, handicap, medical condition, age, veteran status, or marital status, in the use of its facilities.

3. RESPONSIBILITIES OF THE FACILITY

The Facility agrees to accept, for clinical experiences, students of the District in a number to be agreed upon between District and Facility. The Facility agrees to specify the responsibilities and authority of the facility's staff as related to the program and to the educational experience of the students in order to ensure safe and continuous health care services to the patients.

4. PHYSICAL REQUIREMENTS

(a) CPR Certification

The District shall require that the students successfully complete Cardiopulmonary Resuscitation (CPR) certification prior to their clinical participation at Facility.

(b) Physical Examination

The District shall require that the students undergo a physical examination within six (6) months prior to their acceptance into the Allied Health and Nursing program.

The District shall require that students undergo TB testing, which, if positive, will be followed with a chest X-ray to exclude the possibility of active tuberculosis according to the CDC guidelines and provide evidence of current immunizations. In addition, the District shall require that students present evidence of up-to-date immunizations, including T-dap booster, annual

influenza, Varicella, MMR and Hepatitis B with blood titer.

5. BACKGROUND CHECK

The District shall require that all students must submit to and complete a background check by Grossmont College. The District shall also require a background check and drug screen completed through American Databank prior to beginning an assignment.

6. RESPONSIBILITIES OF THE DISTRICT

The District will furnish an Allied Health and Nursing faculty member who will be accountable for the students while at the Facility and will also be responsible for planning and coordinating the activities of said students with the appropriate designated Facility preceptor during the student's clinical experience. The Allied Health and Nursing faculty member will also be responsible for the assessment and evaluation of said students.

The District shall furnish a description of responsibilities of faculty assigned to the facility. Provisions for continuing communication between the Facility and the program will be provided by the Allied Health and Nursing faculty member.

7. STATUS OF STUDENTS

The students shall be considered LEARNERS and shall not replace Facility staff or give service to patients apart from its educational value. The students shall not be considered employees of the Facility for any purpose whatsoever.

The Facility shall have provisions for orientation for the students and faculty prior to beginning an assignment at the Facility.

During clinical assignment, the students have the responsibility to comply with the same administrative policies as Facility employees in matters relating to the welfare of patients.

The Facility may refuse educational access to the clinical area to any person from the District who does not meet the Facility's standards of safety, health or ethical behavior.

There is no liability of the Facility for any acts or omissions of students or District.

8. MEALS

If a cafeteria is on the premises, the students shall be given the privilege of eating in the Facility's cafeteria and to purchase their meals at employee prices.

9. SUPPLIES

The Facility shall make available, for educational purposes, rooms or areas where groups of students may hold discussions and receive clinical instructions.

The Facility shall permit the educational use of supplies and equipment commonly available for patient care, including sources of information for educational purposes.

10. LIABILITY STATUS

(a) The District shall carry commercial general liability insurance with a limit of liability of at least \$5,000,000 per occurrence covering faculty members and students of the District during

assignment in the Facility. A certificate of insurance shall be provided to Facility as evidence of such coverage.

(b) The District shall carry Workers' Compensation insurance with a limit of liability of at least \$1,000,000 per occurrence covering faculty and students of the District during assignment in the Facility. A certificate of insurance shall be provided to Facility as evidence of such coverage.

(c) The student shall carry professional malpractice insurance with a limit of liability of at least \$1,000,000 per occurrence, and \$ 3,000,000 in the aggregate. The District will verify that the student has an insurance certificate on file.

11. INDEMNIFICATION

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

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

(c) No acts or omissions of Facility with respect to students or District shall be a basis for indemnity by Facility or District.

12. COOPERATION AND DISPOSITION OF CLAIMS

The District and Facility agree to cooperate with each other in the investigation and disposition of third party liability claims arising out of any services provided under this Agreement or in the operation of the program. It is the intention of the parties to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. District and Facility agree to inform one another whenever an incident report is filed or when an investigation is initiated concerning any professional service performed under this Agreement. To the extent allowed by law, including without limitation any applicable privileges, District and Facility shall have reasonable access to the medical records and charts of the other relating to any such claim or investigation; provided, however, that nothing in this section shall require either District or Facility to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the attorney/client privilege or under the attorney/work product privilege.

13. CONFIDENTIALITY OF RELATIONSHIPS WITH PATIENTS

Prior to the commencement of clinical training pursuant to this Agreement, the District will instruct its students regarding the confidentiality of all communications with the patients and between the patients, their doctors, and Facility staff. In addition, they shall be instructed that it is a breach of ethics and contrary to State law to divulge to any person not directly connected with the program, the names of persons being treated at the Facility and the nature of their illness.

IN WITNESS WHEREOF, this Agreement is executed as of the date indicated above.

FACILITY NAME
CENTER

GROSSMONT-CUYAMACA COMMUNITY REHAB
COLLEGE DISTRICT

By: _____

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: March 9, 2023

Agenda Item:

Clinical Experience in Nursing Affiliation Agreement

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

To provide students of University of San Diego experience through clinical practice at LUSD.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

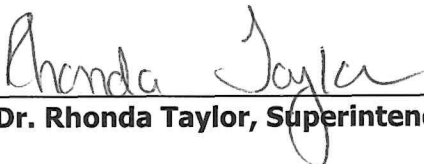
- | | |
|--|---|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: |
| <input type="checkbox"/> Adoption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

Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Christine Sinatra, Director, HR


Dr. Rhonda Taylor, Superintendent



Clinical Experience in Nursing Affiliation Agreement

This Clinical Experience in Nursing Affiliation Agreement (“Agreement”) is entered into by and between the University of San Diego’s Hahn School of Nursing and Health Sciences (“USD”) and Lakeside Union School District (“Agency”).

WHEREAS, USD is a non-profit institution of higher education; and

WHEREAS, the Hahn School of Nursing and Health Science, a school within USD, offers approved programs leading to the MS, MSN, the DNP and the PhD which require clinical experiences for students enrolled in these programs (“USD students”);

WHEREAS, Agency recognizes the need for and desires to aid in the professional development of USD students, has facilities suitable for the clinical experiences required for USD students, and is willing to make its employees and premises available for such purposes; and

WHEREAS, both USD and Agency agree it is to the benefit of both USD and Agency that USD students have opportunities for clinical experience to enhance their capabilities as practitioners;

NOW, THEREFORE, for good and valuable consideration, USD and Agency agree as follows:

1. **Term.** The term of this Agreement shall begin on April 3, 2023 and end on June 30, 2026, unless terminated earlier pursuant to Paragraph 4 below. This Agreement may be extended or renewed only in a writing signed by authorized representatives of USD and Agency.
2. **USD Responsibilities.**
 - a. USD shall remain responsible for the education of its students, for the nursing curriculum, and for the design, delivery and quality of its programs.
 - b. USD will determine the eligibility of its students to participate in the clinical experience with Agency established under this Agreement, including but not limited to R.N.

licensure in California. It is understood by the parties that USD students enrolled under military orders may have R.N. licensure from another state.

- c. USD will assign students to Agency in such numbers as are mutually agreed upon by the parties.
- d. USD shall designate a faculty member to coordinate with a designee of Agency regarding the clinical experience for each USD student assigned to Agency.
- e. USD will monitor and evaluate the progress of each USD student assigned to Agency and will maintain all academic records of USD students participating in the clinical experience.
- f. USD will determine the number of semester units provided to each USD student as a result of participation in the clinical experience described under this Agreement.
- g. USD will inform USD students assigned to Agency of the confidentiality of patient/client records and patient/client information obtained during the clinical experience.
- h. If required by Agency, USD will require all participating students to complete an appropriate criminal background check and to submit documentation of appropriate immunizations. USD will inform the student of his/her responsibility to provide evidence to Agency of any required criminal background checks or immunizations, when requested. Agency will notify USD of its background check and immunization requirements. USD also will inform students that they may be required to undergo a drug test or other similar screening test pursuant to Agency's policies and practices. The cost of any background check, immunization or other screen will be paid for by the student if it is not paid for by Agency.
- i. USD will inform students that they are required to comply with Agency's policies, rules and procedures.

3. **Agency Responsibilities.**

- a. Agency will maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur for USD students. Agency will provide clinical learning experiences that are planned, organized and administered by qualified staff. The clinical assignments provided by Agency shall be designed to facilitate the USD student's professional growth.
- b. Agency will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care which meets generally accepted standards conducive to satisfactory instruction. While in Agency's facilities, USD students will have the status of trainees and will not replace Agency staff and are not to render unsupervised patient care and/or services.

- c. Agency will provide for the orientation of USD students and USD faculty members as to Agency's applicable policies, rules and procedures.
 - d. Agency will assign one or more of its employees to supervise and instruct each USD student assigned to Agency.
 - e. Upon request by USD, Agency will assist USD in the evaluation of the learning and performance of participating USD students by completing evaluation forms provided by USD.
 - f. For good cause shown, Agency may refuse to accept a USD student assigned to it. Similarly, for good cause shown, Agency may request that a USD student assigned to it be withdrawn from the clinical experience. Agency will notify USD in writing of a decision not to accept a USD student or to request that a USD student be withdrawn from the clinical experience. The written notice will describe the basis for the decision or request. If USD does not agree with Agency's refusal to accept a student or request for withdrawal of a student, USD will provide Agency with a written statement setting forth the basis for the disagreement within ten (10) working days of its receipt of Agency's written notice.
 - g. Agency will ensure that USD students do not replace or substitute for any Agency employee, and that USD students do not perform any of the duties normally performed by an employee for Agency, except those duties that are part of the clinical experience and training performed by USD students under the supervision of an Agency employee.
4. **Termination.** Either party shall have the right to terminate this Agreement at any time and for any reason with thirty (30) days' advance written notice to the other. Notwithstanding the foregoing, the parties agree that any USD student participating in a clinical experience at Agency shall be permitted to complete the semester during which such termination of Agreement occurs.
5. **FERPA.** Agency understands that the educational records of the USD student assigned to Agency are protected by the Family Educational Rights and Privacy Act (FERPA). To the extent Agency creates, receives or maintains educational records relating to a USD student, Agency agrees to comply with the requirements of FERPA. As a result of this Agreement, and for FERPA purposes only, Agency is considered to be a school official of USD. Agency agrees to protect the privacy of educational records concerning any USD student assigned to Agency under this Agreement, and will not transmit, share or disclose any such records without the student's written consent, except to other school officials of USD who have a legitimate educational interest in the records or otherwise as permitted by FERPA.
6. **HIPAA.** Students participating in clinical training pursuant to this Agreement are members of Agency's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in HIPAA's Privacy Rule.

This provision applies only to HIPAA regulations applicable to Agency and does not establish an employment relationship between Agency and the participating students.

7. **Commitment to Non-Discrimination.** USD and Agency shall not discriminate in the selection of, acceptance of, or participation by any USD student in any program or services offered under this Agreement on the basis of the student's race, color, national origin, religion, sex, sexual orientation, disability, or any other characteristic protected by federal, state or local law.
8. **Indemnification.**
 - a. Agency agrees to defend, indemnify and hold USD and its employees and agents harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including without limitation attorneys' fees, arising out of the negligence or willful misconduct of Agency or Agency's employees or agents in connection with the performance of this Agreement.
 - b. USD agrees to defend, indemnify and hold Agency and its employees and agents harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including without limitation attorneys' fees, arising out of the negligence or willful misconduct of USD or USD's employees or agents in connection with the performance of this Agreement.
9. **Insurance.**
 - a. At all times during the term of this Agreement, Agency will maintain the following types and levels of insurance for its employees and agents who perform any services to fulfill Agency's responsibilities under this Agreement: Commercial general liability insurance, workers' compensation insurance, and professional liability insurance, each with a limit in an amount not less than \$1,000,000 per occurrence.
 - b. At all times during the term of this Agreement, USD will maintain the following types and levels of insurance for participating USD students and for USD employees and agents who perform any services to fulfill USD's responsibilities under this Agreement: Commercial general liability insurance, workers' compensation insurance, and professional liability insurance, each with a limit in an amount not less than \$1,000,000 per occurrence.
 - c. Proof of the required insurance under this Agreement shall be provided by one party to the other party upon request. Either party will provide the other with at least thirty (30) days' advance written notice before cancellation or any reduction or material change in coverage.
10. **Use of USD's Trademarks and Logos.** Agency shall not use USD's trademarks, logos or insignia, or otherwise identify USD in any form of publicity, disclosure or sale without the advance written permission of USD.

11. **No Agency Relationship Between the Parties.** This Agreement does not constitute and shall not be construed as constituting an agency, employment, partnership, joint venture association, fiduciary or other similar relationship between parties. Neither party shall have the right to obligate or bind the other in any manner whatsoever with respect to any third party, and nothing herein contained shall give or is intended to give any right to a third party. In no event will either party be liable for the debts or obligations of the other party, except as specifically provided herein.
12. **Employment Disclaimer.** The USD students participating in the clinical experience will not be considered employees or agents of Agency or USD for any purpose.
13. **Entire Agreement.** The parties declare and represent that no promise, inducement or agreement not herein expressed has been made to them and that this Agreement contains the full and entire agreement between and among the parties relating to the subject matter herein, and that the terms of this Agreement are contractual and not a mere recital.
14. **Amendment/Severability.** This Agreement may not be amended, except through a writing signed by authorized representatives of USD and Agency. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are severable.
15. **Assignment and Subletting.** The rights and responsibilities granted in this Agreement are not assignable.
16. **Dispute Resolution.** This Agreement shall be governed by the laws of the State of California. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration under the applicable rules of JAMS. The venue for the arbitration shall be in San Diego, California. Each party shall be responsible for its own costs and attorneys' fees incurred in connection with any such dispute.
17. **No Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of and be enforceable only by the parties to this Agreement. No third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.
18. **Authority.** By signing below, the representative from each party represents that he/she is duly authorized to sign the Agreement on behalf of either USD or Agency.
19. **Execution of Agreement.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute a single agreement binding on the parties. This Agreement will be considered executed by a party when the signature of such party is delivered physically, by email or facsimile transmission to the other party. The parties agree that any signature delivered by email or facsimile transmission shall have the same force and effect as an original signature.

SITE

By: _____

Date: _____

UNIVERSITY OF SAN DIEGO
Hahn School of Nursing and Health Science
5998 Alcalá Park
San Diego, CA 92110

By: _____

Date: _____

Jane Georges, PhD, RN
Dean, Hahn School of Nursing and Health Science

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: APRIL 20, 2023

Agenda Item:

COMMERCIAL WARRANT LISTING SHEET – for the period 03/01/2023 – 03/31/2023

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

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

Fiscal Impact (Cost):

\$3,773,524.53

Funding Source:

General, ASB, Child Development, Child Nutrition, Bond, & Charter Schools (Barona, RVCS)

Addresses Emphasis Goal(s):

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

Recommended Action:

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

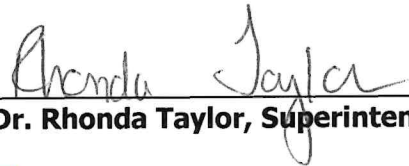
Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

BOARD WARRANT REPORT 3/1/2023 - 3/31/2023

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14000219	ALLIED REFRIGERATION INC	3/30/2023	M&O Maint	36.84
0100	14000220	AMAZON CAPITAL SERVICES, INC.	3/30/2023	SUPPLIES	5,936.56
0100	14000222	BEST VALUE GLASS	3/30/2023	M&O/Maintenance	26.94
0100	14000223	BLANCHE MAINE	3/30/2023	PAYMENT FOR MS. BLANCHE MAINE	1,359.00
0100	14000226	CONSCIOUS TEACHING	3/30/2023	INSTRUCTIONAL COACHING	10,000.00
0100	14000227	DATEL SYSTEMS INCORPORATED	3/30/2023	TECH	5,165.54
0100	14000228	DAVE BANG ASSOCIATES INC OF CA	3/30/2023	LC ENGINEERED WOOD FIBER	61,378.40
0100	14000229	CAL PACIFIC TRUCK CENTER, LLC	3/30/2023	TRANS/GEN ED	133.39
0100	14000231	EAST PENN MFG CO	3/30/2023	TRANS/GEN Ed	637.78
0100	14000232	REECE PLUMBING	3/30/2023	M&O/Maintenance	292.41
0100	14000233	GRAINGER	3/30/2023	M&O/Maintenance	69.28
0100	14000234	LAKESIDE WATER DISTRICT	3/30/2023	MONTHLY WATER	257.84
0100	14000235	MARIANA MESNIK	3/30/2023	SPED/640 ERMHS Assessments	415.00
0100	14000236	NATIONAL PETROLEUM INC	3/30/2023	TRANSPORTATION	1,287.18
0100	14000237	NEW HAVEN YOUTH AND FAMILY SERVICES	3/30/2023	SPED SERVICES	2,200.00
0100	14000239	OFFICE DEPOT, INC.	3/30/2023	SUPPLIES	199.34
0100	14000240	PAR, INC.	3/30/2023	SPED SUPPLIES	4,763.12
0100	14000241	RAYO WHOLESALE	3/30/2023	M&O/Maintenance	88.88
0100	14000242	ROBOTICS TECHNOLOGIES, INC	3/30/2023	TRANSPORTATION SUPPLIES	276.05
0100	14000244	SCHOOL FACILITY CONSULTANTS	3/30/2023	MODERNIZATION ELIGIBILITY UNDE	1,760.00
0100	14000245	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	3/30/2023	M&O/Maintenance	269.26
0100	14000247	JEWELL ENTERPRISES SO LLC	3/30/2023	BUSINESS CARDS	203.65
0100	14000249	U.S. BANK EQUIPMENT FINANCE	3/30/2023	COPIER LEASE	171.36
0100	14989798	ALLIANCE FOR AFRICAN ASSISTANCE	3/2/2023	SPED/640	725.46
0100	14989799	AMAZON CAPITAL SERVICES, INC.	3/2/2023	SUPPLIES	3,634.37
0100	14989800	AMERI-MEX PLUMBING INC	3/2/2023	MAINT	975.00
0100	14989801	AMERICAN FIDELITY ADMIN. SERVICES, LLC	3/2/2023	Reporting Services	1,294.20
0100	14989802	ASCEND SERVICES, INC.	3/2/2023	SPED SERVICES	7,200.00
0100	14989803	dba Encore Performing Arts Showcase, Inc	3/2/2023	SC DANCE COMPETITION	5,962.00
0100	14989804	CENTER FOR THE COLLABORATIVE CLASSROOM	3/2/2023	EDUCATIONAL SUPPLIES	5,382.38
0100	14989805	CROSS COUNTRY STAFFING, INC	3/2/2023	LEAPP	13,702.50
0100	14989806	CERTIFIED MOBILE SHRED	3/2/2023	SHRED CHARGE	75.00
0100	14989807	COAST MUSIC THERAPY INC.	3/2/2023	SPED CONSULTANT	562.50
0100	14989810	DEBRA DUPREE	3/2/2023	SPED CONSULTANT	600.00
0100	14989811	CAL PACIFIC TRUCK CENTER, LLC	3/2/2023	TRANSPORTATION	457.53
0100	14989812	EDCO DISPOSAL CORPORATION	3/2/2023	GARBAGE SERVICE	6,424.01
MON	14989813	EL CAJON FORD	3/2/2023	TRANS/Sped Supplies	19.06
0100	14989814	MORSCO SUPPLY, LLC	3/2/2023	M&O/Maintenance	255.87
0100	14989815	FASTSIGNS	3/2/2023	SCHOOL BANNER	275.20
0100	14989816	SAN DIEGO COUNTY SCHOOL FBC	3/2/2023	COBRA	693.91

BOARD WARRANT REPORT 3/1/2023 - 3/31/2023

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14989817	FERGUSON ENTERPRISES, INC	3/2/2023	MAINTENANCE	544.26
0100	14989818	FRANKIE SURBER	3/2/2023	Mileage Reim	550.00
0100	14989819	INSTITUTE FOR EFFECTIVE EDUCATION	3/2/2023	SPED CONSULTING	7,080.00
0100	14989820	LEADER SERVICES	3/2/2023	Medi-Cal Reporting Services	2,222.97
0100	14989822	MARIANA MESNIK	3/2/2023	SPED CONSULTING	2,350.00
0100	14989824	NEW HAVEN YOUTH AND FAMILY SERVICES	3/2/2023	SPED CONSULTING	2,200.00
0100	14989825	OFFICE DEPOT, INC.	3/2/2023	SUPPLIES	85.67
0100	14989826	PAYTON'S TRUE VALUE HARDWARE	3/2/2023	MOT SUPPLIES	1,267.01
0100	14989827	NEW DIRECTIONS SOLUTIONS, LLC	3/2/2023	SPED CONSULTING	3,458.80
0100	14989828	NCS PEARSON, INC	3/2/2023	SPED SUPPLIES	6,278.23
0100	14989829	SAN DIEGO COUNTY OFFICE OF ED	3/2/2023	EQUITY CONTRACT	5,150.00
0100	14989830	STEIN EDUCATION CENTER	3/2/2023	NPS	83.21
0100	14989831	SCHOOL FACILITY CONSULTANTS	3/2/2023	MODERNIZATION ELIGIBILITY UNDE	3,765.00
0100	14989832	SMART & FINAL	3/2/2023	FFA SUPPLIES	144.38
0100	14989833	SOLIANT HEALTH LLC	3/2/2023	A. Vincej SLPA	10,565.00
0100	14989834	SOUTHWEST SCHOOL & OFFICE SUPPLY	3/2/2023	SUPPLIES	635.81
0100	14989835	SUNBELT STAFFING	3/2/2023	SPED CONSULTING	1,229.31
0100	14989837	THERAPY TRAVELERS, LLC.	3/2/2023	SPED CONSULTING	23,215.50
0100	14989838	U.S. POSTAL SERVICE	3/2/2023	Annual Postage	15,000.00
0100	14989839	UNITED TRANSMISSION EXCHANGE	3/2/2023	TRANSPORTATION	84.14
0100	14989840	VERBAL BEHAVIOR ASSOCIATES, INC.	3/2/2023	2022-23 Speech Services	23,140.00
0100	14989841	WINSOR LEARNING, INC	3/2/2023	SPED TRAINING	245.00
0100	14991477	ALBERTSONS	3/6/2023	SUPPLIES	99.82
0100	14991478	AMAZON CAPITAL SERVICES, INC.	3/6/2023	SUPPLIES	16,563.24
0100	14991480	MATH TRANSFORMATIONS	3/6/2023	CURRICULUM	8,750.00
0100	14991487	GOPHER SPORT	3/6/2023	RAINBOW SOFT PLAY VOLLEYBALL T	120.62
0100	14991488	HOME DEPOT CREDIT SERVICES	3/6/2023	LP/376 PLEASE INCREASE THE OPE	6,346.06
0100	14991489	IMPERIAL SPRINKLER SUPPLY, INC.	3/6/2023	M&O/Maintenance	37.33
0100	14991491	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	3/6/2023	COPIER LEASE AND COPIES	499.69
0100	14991492	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	3/6/2023	COPIER LEASE AND COPIES	258.89
0100	14991495	LAKESIDE UNION SCHOOL DISTRICT	3/6/2023	RCF-PR 2023-0003	9,596.54
0100	14991496	SCHOOL SERVICES OF CA, INC	3/6/2023	WORKSHOP	590.00
0100	14991497	SMART & FINAL	3/6/2023	SUPPLIES	1,081.89
0100	14991500	UNION TRIBUNE PUBLISHING CO.	3/6/2023	TRANSPORTATION FIELD TRIP BID:	626.80
0100	14991502	WELLS FARGO VENDOR FINANCIAL SERVICES	3/6/2023	COPIER LEASE AND COPIES	670.23
0100	14991503	WPS	3/6/2023	SPED SUPPLIES	291.58
0100	14992491	AMBROSIA TRAVEL, LLC	3/9/2023	FIELD TRIP	7,081.48
0100	14992492	dba A1 Septic Services	3/9/2023	MAINTENANCE	2,200.00
0100	14992493	AAA WATER TENDER	3/9/2023	MOT SUPPLIES	154.59
0100	14992494	AMPLIFY EDUCATION, INC.	3/9/2023	CURRICULUM	847,492.49

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14992495	ALLIED REFRIGERATION INC	3/9/2023	M&O/Maintenance	92.54
0100	14992496	ROCK AND BLOCK HARDSCAPE SUPPLY	3/9/2023	M&O/Maintenance	53.08
0100	14992497	APPLE INC.	3/9/2023	TECH	25,170.33
0100	14992498	BURBANK UNIFIED SCHOOL DISTRICT	3/9/2023	LIGHT UP THE STAGE	450.00
0100	14992500	CED-SAN DIEGO CONSOLIDATED ELECTRIC	3/9/2023	M&O/Maintenance	96.98
0100	14992501	CRISP ENTERPRISES, INC./CRISP IMAGING	3/9/2023	2022/23 MATH COPIES	279.07
0100	14992502	DAVE BANG ASSOCIATES INC OF CA	3/9/2023	LC REPLACEMENT SLIDE	1,365.62
0100	14992503	DDB UNLIMITED, INC.	3/9/2023	TECH	16,950.73
0100	14992504	DENISE BEALS	3/9/2023	CRNO CONFERENCE	545.00
0100	14992505	CAL PACIFIC TRUCK CENTER, LLC	3/9/2023	TRANS/GEN ED	1,476.66
0100	14992506	DION & SONS, INC.	3/9/2023	FUEL	2,867.83
0100	14992508	EDCO DISPOSAL CORPORATION	3/9/2023	GARBAGE SERVICE	6,424.01
0100	14992509	EL CAJON FORD	3/9/2023	MOT SUPPLIES	206.54
0100	14992510	EDD	3/9/2023	2022-23 SEL Charges	7,003.65
0100	14992511	MORSCO SUPPLY, LLC	3/9/2023	M&O/Maintenance	2,020.21
0100	14992512	FERGUSON ENTERPRISES, INC	3/9/2023	MOT SUPPLIES	24.89
0100	14992513	FONDA TRIPP	3/9/2023	CSC LIVE CODESACK CONF	146.16
0100	14992514	HOPSKIPDRIVE, INC.	3/9/2023	TRANSPORTATION	5,686.42
0100	14992516	KNOX ASSOCIATES INC	3/9/2023	MAINTENANCE	9,372.19
0100	14992517	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	3/9/2023	COPIER LEASE AND COPIES	1,011.75
0100	14992518	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	3/9/2023	COPIER LEASE AND COPIES	255.95
0100	14992520	LAKESIDE WATER DISTRICT	3/9/2023	MONTHLY WATER	1,309.77
0100	14992521	LEADER SERVICES	3/9/2023	Medi-Cal Reporting Services	2,500.00
0100	14992522	LEXIA LEARNING SYSTEMS LLC	3/9/2023	1 YR SUBSCRIPTION RENEWAL	6,868.00
0100	14992523	LYNN'S LOCKSMITH SERVICE	3/9/2023	M&O/Maintenance	122.60
0100	14992524	MANALLE GENET	3/9/2023	EFFECTIVE EDUC \$ BEHA TRAINING	35.37
0100	14992525	MICHELLE MCCURDY	3/9/2023	HEALTH CONFERENCE	271.62
0100	14992527	NATIONAL PETROLEUM INC	3/9/2023	TRANSPORTATION	462.78
0100	14992528	O'REILLY AUTO PARTS	3/9/2023	MOT SUPPLIES	972.42
0100	14992530	PARENT INSTITUTE FOR QUALITY EDUCATION	3/9/2023	PUPIL SVCS	1,750.00
0100	14992531	RAYNE OF SAN DIEGO	3/9/2023	WATER SERVICE	105.00
0100	14992532	SCHOOLS EXCESS LIABILITY FUND	3/9/2023	AB 218 REVIVED LIABILITY FUNDI	95,480.57
0100	14992533	SOUTHWEST SCHOOL & OFFICE SUPPLY	3/9/2023	SUPPLIES	438.48
0100	14992535	SYCAMORE LANDFILL	3/9/2023	M&O/Maintenance	88.38
0100	14992537	T-MOBILE	3/9/2023	USE FIRST/0980 TECH	1,616.00
0100	14992538	BORDER RECAPING, LLC	3/9/2023	TRANSPORTATION	356.65
0100	14992540	VALLEY INDUSTRIAL SPECIALTIES, INC.	3/9/2023	PLUMBING SUPPLIES	445.97
0100	14992542	WAXIE SANITARY SUPPLY	3/9/2023	M&O/Custodial	18,546.84
0100	14994076	CURRIER & HUDSON	3/13/2023	PROFESSIONAL SERVICES	10,437.27
0100	14995273	AGRICULTURAL PEST CONTROL	3/16/2023	MAINTENANCE	730.00

BOARD WARRANT REPORT 3/1/2023 - 3/31/2023

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14995274	ALLIED REFRIGERATION INC	3/16/2023	MOT SUPPLIES	155.57
0100	14995276	AT&T	3/16/2023	CALNET	2,720.95
0100	14995280	CROSS COUNTRY STAFFING, INC	3/16/2023	LEAPP STAFFING	11,745.00
0100	14995282	CINTAS CORPORATION	3/16/2023	UNIFORMS	709.24
0100	14995283	CLARK SECURITY PRODUCTS	3/16/2023	MOT	899.04
0100	14995284	CED-SAN DIEGO CONSOLIDATED ELECTRIC	3/16/2023	M&O/Maintenance	299.16
0100	14995285	DENISE BEALS	3/16/2023	CRNO CONF	472.54
0100	14995286	DEPARTMENT OF JUSTICE	3/16/2023	FINGERPRINTING	522.00
0100	14995287	TIMOTHY D ARMSTRONG	3/16/2023	ARTWORK	167.01
0100	14995288	CAL PACIFIC TRUCK CENTER, LLC	3/16/2023	TRANS/GEN ED	87.80
0100	14995289	DION & SONS, INC.	3/16/2023	TRANS/GEN ED CO/PO 7933 2.24.2	103.09
0100	14995290	EL CAJON FORD	3/16/2023	TRANS/Sped Supplies	153.21
0100	14995291	ERGOSTOP, INC	3/16/2023	CHAIR	706.58
0100	14995292	FERGUSON ENTERPRISES, INC	3/16/2023	M&O/Maintenance	321.77
0100	14995295	GRAINGER	3/16/2023	M&O/Maintenance	229.14
0100	14995297	HALF-PINT KIDS, INC.	3/16/2023	BOOKS	316.80
0100	14995299	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	3/16/2023	018 M&O LEASE CHARGES	227.75
0100	14995300	NoRedInk Corp	3/16/2023	LIVE VIRTUAL TRAINING	13,475.00
0100	14995301	OFFICE DEPOT, INC.	3/16/2023	SUPPLIES	41.79
0100	14995302	O'REILLY AUTO PARTS	3/16/2023	MOT	7.69
0100	14995303	PAYTON'S TRUE VALUE HARDWARE	3/16/2023	MOT SUPPLIES	892.47
0100	14995304	PECK'S HEAVY FRICTION INC	3/16/2023	TRANSPORTATION	35.19
0100	14995305	PROFESSIONAL TUTORS OF AMERICA, INC.	3/16/2023	Tutoring	160.00
0100	14995306	SAN DIEGO COUNTY OFFICE OF ED	3/16/2023	EFFECTIVE EDUCATIONAL & BEHAVI	400.00
0100	14995307	S.D. COUNTY SUPERINTENDENT OF SCHOOLS	3/16/2023	20TH ANNUAL EARLY YEARS CONFER	360.00
0100	14995308	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	3/16/2023	M&O/Maintenance	414.85
0100	14995311	SOUTHWEST SCHOOL & OFFICE SUPPLY	3/16/2023	Base Instr	1,856.64
0100	14995315	LASERCYCLE USA, INC.	3/16/2023	COPIER CHARGES	4,299.04
0100	14995316	VERIZON WIRELESS	3/16/2023	CELL SERVICES	2,843.03
0100	14995317	WAXIE SANITARY SUPPLY	3/16/2023	M&O/Custodial	7,222.40
0100	14995318	WELLS FARGO VENDOR FINANCIAL SERVICES	3/16/2023	COPIER LEASE	383.74
0100	14996861	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	3/20/2023	SPED Legal Services	4,257.50
0100	14996862	ALBERTSONS	3/20/2023	SUPPLIES	245.97
0100	14996863	AMAZON CAPITAL SERVICES, INC.	3/20/2023	SUPPLIES	10,122.49
0100	14996864	AMERICAN FIDELITY ADMIN. SERVICES, LLC	3/20/2023	Reporting Services	2,408.10
0100	14996865	BARNES & NOBLE INC.	3/20/2023	A SURVIVORS TALE	1,980.77
0100	14996867	CRISP ENTERPRISES, INC./CRISP IMAGING	3/20/2023	2022/23 MATH COPIES	484.88
0100	14996869	JOE L. FULCHER dba Inclusive Leadership	3/20/2023	INCLUSIVE LEADERSHIP AND EQUIT	8,063.86
0100	14996870	LAKESIDE WATER DISTRICT	3/20/2023	MONTHLY WATER	846.32
0100	14996871	LEADER SERVICES	3/20/2023	Medi-Cal Reporting Services	211.55

BOARD WARRANT REPORT 3/1/2023 - 3/31/2023

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14996872	OFFICE DEPOT, INC.	3/20/2023	SUPPLIES	33.95
0100	14996873	RAYO WHOLESALE	3/20/2023	M&O/Maintenance	50.43
0100	14996874	SAN DIEGO GAS & ELECTRIC	3/20/2023	MONTHLY GAS AND ELECTRIC	1,932.19
0100	14996875	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	3/20/2023	M&O/Maintenance	144.71
0100	14996876	SMART & FINAL	3/20/2023	SUPPLIES	168.89
0100	14996877	JEWELL ENTERPRISES SO LLC	3/20/2023	BUSINESS CARDS	147.14
0100	14996878	UNITED RENTALS (NORTH AMERICA), INC.	3/20/2023	BOOM RENTALS TO PAINT CK & LF	968.72
0100	14996879	WPS	3/20/2023	SPED SUPPLIES	403.23
0100	14998093	AAA WATER TENDER	3/23/2023	MOT SUPPLIES	177.73
0100	14998094	ALLIED REFRIGERATION INC	3/23/2023	MOT SUPPLIES	857.81
0100	14998095	ALLIANCE FOR AFRICAN ASSISTANCE	3/23/2023	SPED SERVICES	882.05
0100	14998096	APPLE INC.	3/23/2023	SPED Devices	975.60
0100	14998097	AZUMA TECH SYSTEMS INC.	3/23/2023	M&O/Maintenance	1,450.00
0100	14998098	HERITAGE TRUCK PAINTING & AUTO COLLISION	3/23/2023	BUS REPAIRS	910.69
0100	14998100	COAST MUSIC THERAPY INC.	3/23/2023	SPED Consult Serv	531.25
0100	14998101	CORODATA SHREDDING, INC.	3/23/2023	SHRED CHARGE	173.50
0100	14998102	CRISP ENTERPRISES, INC./CRISP IMAGING	3/23/2023	MATH COPIES	396.52
0100	14998103	CURRICULUM ASSOCIATES LLC	3/23/2023	EDUCATIONAL SUPPLIES	854.42
0100	14998104	DATEL SYSTEMS INCORPORATED	3/23/2023	ADOBE K-12 SCHOOL SITE NAMED L	2,835.00
0100	14998105	DION & SONS, INC.	3/23/2023	FUEL CHARGES	5,070.16
0100	14998106	FERGUSON ENTERPRISES, INC	3/23/2023	M&O/Maintenance	228.35
0100	14998107	MICHELLE FURMAN, M.S., P.T	3/23/2023	PT Services	3,285.00
0100	14998108	HAYDEE MEJA	3/23/2023	SPED SERVICES	2,660.00
0100	14998109	HOME DEPOT CREDIT SERVICES	3/23/2023	MOT SUPPLIES	5,124.72
0100	14998110	IMPERIAL SPRINKLER SUPPLY, INC.	3/23/2023	M&O/Maintenance	65.84
0100	14998111	INSTITUTE FOR EFFECTIVE EDUCATION	3/23/2023	NPS	6,372.00
0100	14998112	KIRK'S RADIATOR	3/23/2023	TRANSPORTATION	154.85
0100	14998113	LOS ANGELES COUNTY OFFICE OF EDUCATION	3/23/2023	INSTRUCTIONAL SUPPLIES	378.52
0100	14998114	LYNN'S LOCKSMITH SERVICE	3/23/2023	M&O/Maintenance	418.66
0100	14998115	MISSION FEDERAL CREDIT UNION	3/23/2023	P CARDS	15,741.82
0100	14998116	N2Y, INC/UNIQUE LEARNING SYS.	3/23/2023	SPED SERVICES	4,379.91
0100	14998117	QUADIENT LEASING USA, INC.	3/23/2023	MAIL MACHINE	1,152.73
0100	14998118	OFFICE DEPOT, INC.	3/23/2023	SUPPLIES	2,165.44
0100	14998119	DAVIS CONSULTING CORPORATION	3/23/2023	Management Support	1,085.00
0100	14998120	NEW DIRECTIONS SOLUTIONS, LLC	3/23/2023	SPED SERVICES	8,992.88
0100	14998122	LAKESIDE UNION SCHOOL DISTRICT	3/23/2023	RCF	4,769.25
0100	14998123	READ NATURALLY INC	3/23/2023	PRODUCT: READ NATURALLY® ENCOR	476.89
0100	14998124	ARMANDO FLORES/ROYAL LINES CHARTER,LLC	3/23/2023	SC TRIP	1,638.50
0100	14998125	RIVERSIDE ASSESSMENTS, LLC	3/23/2023	SPED SERVICES	515.01
0100	14998126	SAN DIEGO GAS & ELECTRIC	3/23/2023	MONTHLY GAS AND ELECTRIC	55,003.44

BOARD WARRANT REPORT 3/1/2023 - 3/31/2023

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14998127	SCHOLASTIC INC	3/23/2023	EDUCATIONAL SUPPLIES	585.87
0100	14998128	STEIN EDUCATION CENTER	3/23/2023	NPS	5,547.62
0100	14998129	SPECIALIZED EDUCATION OF CALIFORNIA, INC	3/23/2023	SPED SERVICES	6,373.16
0100	14998130	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	3/23/2023	M&O/Maintenance	114.16
0100	14998131	SMART & FINAL	3/23/2023	SPED SERVICES	337.97
0100	14998132	SOLIANT HEALTH LLC	3/23/2023	SPED SERVICES	12,847.00
0100	14998133	SOUTHWEST SCHOOL & OFFICE SUPPLY	3/23/2023	SUPPLIES	191.43
0100	14998134	SPARKLETTS	3/23/2023	Bottled Water SERVICES	389.74
0100	14998135	SPECIALIZED THERAPY SERVICES	3/23/2023	AT Services	4,730.00
0100	14998136	SUPER DUPER PUBLICATIONS	3/23/2023	SPED SUPPLIES	1,202.49
0100	14998138	JEWELL ENTERPRISES SO LLC	3/23/2023	PRINTING CHARGES	454.71
0100	14998139	THERAPY TRAVELERS, LLC.	3/23/2023	SPED SERVICES	11,791.00
0100	14998140	TOTAL VISION PC, INC.	3/23/2023	TOTAL VISION JAN INVOICE LSUSD	735.00
0100	14998141	UNITED RENTALS (NORTH AMERICA), INC.	3/23/2023	EQUIPMENT RENTAL	1,107.18
0100	14998142	VERBAL BEHAVIOR ASSOCIATES, INC.	3/23/2023	SPED SERVICES	34,571.25
0100	14998143	VALLEY INDUSTRIAL SPECIALTIES, INC.	3/23/2023	PLUMBING SUPPLIES	20.47
0100	14998144	VISTA HILL FOUNDATION	3/23/2023	SPED SERVICES	3,109.00
0100	14998145	WAXIE SANITARY SUPPLY	3/23/2023	M&O/Custodial	3,754.80
0100	14998146	WEST ED	3/23/2023	CALIFORNIA HEALTHY KIDS SURVEY	1,336.00
0100	14999547	4IMPRINT, INC.	3/27/2023	SUPPLIES	931.83
0100	14999548	AMAZON CAPITAL SERVICES, INC.	3/27/2023	SUPPLIES	3,517.41
0100	14999549	APPLE INC.	3/27/2023	TECH	2,283.21
0100	14999550	ASELTINE SCHOOL	3/27/2023	NPS	10,738.90
0100	14999551	CARRIE G. REA	3/27/2023	CONSULTING	3,060.00
0100	14999553	CLARK SECURITY PRODUCTS	3/27/2023	MOT	91.21
0100	14999554	RON COOK	3/27/2023	MEDIA SERVICES	1,750.00
0100	14999556	CAL PACIFIC TRUCK CENTER, LLC	3/27/2023	TRANSPORTATION	133.96
0100	14999557	ELEVATOR PROFESSIONALS INC.	3/27/2023	MOT	500.00
0100	14999558	REECE PLUMBING	3/27/2023	MOT	332.62
0100	14999559	EYE PHONE CITY	3/27/2023	TECH/730	894.27
0100	14999560	FUNDRAISING MANAGER	3/27/2023	BAND FUNDRAISER SUPPLIES	2,349.00
0100	14999561	HELIX WATER DISTRICT	3/27/2023	MONTHLY WATER	1,728.69
0100	14999562	IDENT-A-KID SERVICES OF AMERICA, INC.	3/27/2023	SUPPLIES	120.00
0100	14999563	LAKESIDE CHAMBER OF COMMERCE	3/27/2023	PARADE AD	250.00
0100	14999564	JOCELYN MCCULLOUGH	3/27/2023	Mileage Reim	2,140.54
0100	14999565	OFFICE DEPOT, INC.	3/27/2023	SUPPLIES	74.96
0100	14999566	ORANGE COUNTY DEPT. OF EDU.	3/27/2023	2022-23 RMTS System Fees	109.21
0100	14999567	PITNEY BOWES INC.	3/27/2023	FOLDING MACHINE	229.93
0100	14999568	STANDARD ELECTRONICS	3/27/2023	PROVIDE & INSTALL CELLULAR DIA	3,960.00
0100	14999569	US AIR CONDITIONING DISTRIB.	3/27/2023	MOT	4.83

BOARD WARRANT REPORT 3/1/2023 - 3/31/2023

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100 TOTAL				GENERAL	\$ 1,719,781.83
0800	14000220	AMAZON CAPITAL SERVICES, INC.	3/30/2023	SUPPLIES	4,700.31
0800	14992526	CLIFFORD MULL	3/9/2023	ASB REIMBURSEMENT	2,072.85
0800	14995309	SMART & FINAL	3/16/2023	ASB REWARDS	436.19
0800	14996863	AMAZON CAPITAL SERVICES, INC.	3/20/2023	SUPPLIES	3,734.25
0800	14998115	MISSION FEDERAL CREDIT UNION	3/23/2023	SP PAR-ASB SUPPLIES	49.99
0800 TOTAL				ASB	\$ 10,993.59
1200	14000230	DMV	3/30/2023	REGISTRATION FEE FOR ESS - BOX	10.00
1200	14989812	EDCO DISPOSAL CORPORATION	3/2/2023	GARBAGE SERVICE	341.80
1200	14992519	LAKESHORE LEARNING MATERIALS	3/9/2023	SUPPLIES	4,144.54
1200	14992520	LAKESIDE WATER DISTRICT	3/9/2023	MONTHLY WATER	110.87
1200	14992541	VICTORY KOREDRY	3/9/2023	SUMMER CAMP PROGRA	5,799.00
1200	14992544	WELLS FARGO VENDOR FINANCIAL SERVICES	3/9/2023	COPIER LEASE	106.82
1200	14995315	LASERCYCLE USA, INC.	3/16/2023	COPIER CHARGES	368.55
1200	14996863	AMAZON CAPITAL SERVICES, INC.	3/20/2023	SUPPLIES	531.01
1200	14998115	MISSION FEDERAL CREDIT UNION	3/23/2023	P CARD	1,849.14
1200	14998122	LAKESIDE UNION SCHOOL DISTRICT	3/23/2023	RCF	(872.44)
1200	14998126	SAN DIEGO GAS & ELECTRIC	3/23/2023	MONTHLY GAS AND ELECTRIC	746.11
1200	14998134	SPARKLETTS	3/23/2023	Bottled Water	59.93
1200 TOTAL				CHILD DEVELOPMENT	\$ 13,195.33
1300	14000220	AMAZON CAPITAL SERVICES, INC.	3/30/2023	SUPPLIES	396.68
1300	14000225	CALIFORNIA DEPT OF EDUCATION	3/30/2023	CN/Broadline	156.00
1300	14000246	SYSCO FOODS SERVICES	3/30/2023	CN/Broadline	1,368.76
1300	14989809	DOUGLAS FOOD STORES, INC dba DOUGLAS EQU	3/2/2023	BAXTER RACKS	35,537.89
1300	14989826	PAYTON'S TRUE VALUE HARDWARE	3/2/2023	SUPPLIES	31.24
1300	14991478	AMAZON CAPITAL SERVICES, INC.	3/6/2023	SUPPLIES	672.92
1300	14991483	COZZINI BROS, INC	3/6/2023	SERVICES	43.00
1300	14991484	CULLIGAN	3/6/2023	WATER SERVICE	55.75
1300	14991485	GOLD STAR FOODS INC	3/6/2023	FOOD	45,514.51
1300	14991490	K GRAPHICS POSTERS	3/6/2023	MENUS	422.00
1300	14991491	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	3/6/2023	COPIER LEASE AND COPIES	3.95
1300	14991493	P&R PAPER SUPPLY COMPANY, INC.	3/6/2023	SUPPLIES	3,383.68
1300	14991494	INDIVIDUAL FOODSERVICE	3/6/2023	SUPPLIES	2,620.71
1300	14991498	LOEWY ENTERPRISES/SUNRISE PRODUCE CO	3/6/2023	FOOD	16,566.75
1300	14991499	TEMPERATURE DESIGN REFRIGERATION	3/6/2023	REPAIRS	154.00
1300	14991501	WAXIE SANITARY SUPPLY	3/6/2023	SUPPLIES	884.09
1300	14992506	DION & SONS, INC.	3/9/2023	FUEL CHARGES	(278.45)
1300	14992507	DOMINO'S PIZZA	3/9/2023	CN/Broadline	16,632.28
1300	14992517	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	3/9/2023	COPIER LEASE AND COPIES	3.95
1300	14992536	SYSCO FOODS SERVICES	3/9/2023	FOOD	943.13

BOARD WARRANT REPORT 3/1/2023 - 3/31/2023

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
1300	14992543	WEBB'S RV SUPPLY	3/9/2023	SERVICES	32.77
1300	14995276	AT&T	3/16/2023	PHONE LINES	18.34
1300	14995282	CINTAS CORPORATION	3/16/2023	UNIFORMS	137.44
1300	14995293	GOLD STAR FOODS INC	3/16/2023	FOOD	5,308.90
1300	14995298	HOLLANDIA DAIRY	3/16/2023	MILK	25,881.62
1300	14995303	PAYTON'S TRUE VALUE HARDWARE	3/16/2023	SUPPLIES	8.61
1300	14995311	SOUTHWEST SCHOOL & OFFICE SUPPLY	3/16/2023	SUPPLIES	3,808.90
1300	14995313	SYSCO FOODS SERVICES	3/16/2023	FOOD	1,059.29
1300	14995314	TRIDENT BEVERAGE, INC.	3/16/2023	FOOD	780.00
1300	14995315	LASERCYCLE USA, INC.	3/16/2023	COPIER CHARGES	209.37
1300	14995316	VERIZON WIRELESS	3/16/2023	CELL SERVICES	49.92
1300	14996868	DION & SONS, INC.	3/20/2023	FUEL CHARGES	675.14
1300	14998115	MISSION FEDERAL CREDIT UNION	3/23/2023	P CARD	300.15
1300	14998122	LAKESIDE UNION SCHOOL DISTRICT	3/23/2023	RCF	115.50
1300	14998131	SMART & FINAL	3/23/2023	SUPPLIES	22.92
1300	14998134	SPARKLETTS	3/23/2023	BOTTLED WATER	22.75
1300 TOTAL				CHILD NUTRITION	\$ 163,544.46
2139	14000238	NINYO & MOORE	3/30/2023	SOLAR PROJECT	10,696.00
2139	14989836	TELACU CONSTRUCTION MANAGEMENT, INC	3/2/2023	CONSTRUCTION MANAGEMENT SERVIC	5,440.00
2139	14992499	CLIMATEC, INC.	3/9/2023	BOND (Solar/Kitchen)	912,474.25
2139	14995277	BLUE COAST CONSULTING	3/16/2023	CONSULTING	29,700.00
2139	14998137	TELACU CONSTRUCTION MANAGEMENT, INC	3/23/2023	CONSTRUCTION MANAGEMENT SERVIC	21,992.00
2139 TOTAL				BOND	\$ 980,302.25
2519	009557	PACIFIC MOBILE STRUCTURES, INC.	3/8/2023	Trailer Rental	848.00
2519 TOTAL				CAPITAL FACILITIES	\$ 848.00
4000	14992499	CLIMATEC, INC.	3/9/2023	Finance	592,739.00
4000	14994077	GEM INDUSTRIAL	3/13/2023	DEMO & DISPOSE OF EXISTING 4'	147,860.00
4000	14998099	CHULA VISTA ELECTRIC CO	3/23/2023	PERFORM ELECTRICAL PREVENTATIV	27,550.47
4000 TOTAL				SPECIAL RESERVE FUND/PROJECTS	\$ 768,149.47
6200	14000248	U.S. BANK CORPORATE PYMT SYS	3/30/2023	BICS CREDIT CARD	2,196.86
6200	14992515	dba KEN GRODY FORD	3/9/2023	BIC VAN	57,375.33
6200	14992534	SPECIALIZED THERAPY SERVICES	3/9/2023	BICS SPED SERVICES	7,395.38
6200	14992539	U.S. BANK CORPORATE PYMT SYS	3/9/2023	BICS CREDIT CARD	372.56
6200	14995275	AMAZON CAPITAL SERVICES, INC.	3/16/2023	SUPPLIES	1,253.42
6200	14995312	SPECIALIZED THERAPY SERVICES	3/16/2023	BICS SERVICES	8,223.88
6200	14999548	AMAZON CAPITAL SERVICES, INC.	3/27/2023	AMAZON BICS	337.28
6200 TOTAL				BARONA CHARTER	\$ 77,154.71
6201	14000224	CALIFORNIA COAST CREDIT UNION	3/30/2023	CREDIT CARD RVCS	1,703.16
6201	14000227	DATTEL SYSTEMS INCORPORATED	3/30/2023	CISCO SMARTNET FOR CON-PERM-BE	1,269.00
6201	14000243	RIVER VALLEY CHARTER SCHOOL PTO	3/30/2023	PAYMENT TO ELIJAH GEREK HS GRA	100.00

BOARD WARRANT REPORT 3/1/2023 - 3/31/2023

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
6201	14000250	WILKINSON HADLEY KING & CO LLP	3/30/2023	FINAL BILING FOR 2020-2021 CHA	777.50
6201	14989808	COX COMMUNICATIONS	3/2/2023	SERVICES	990.00
6201	14989812	EDCO DISPOSAL CORPORATION	3/2/2023	GARBAGE SERVICE	237.35
6201	14989821	MICHAEL MCELMAN	3/2/2023	RVCS CONFERENCE	1,485.30
6201	14989823	MPS	3/2/2023	SUPPLIES	12.03
6201	14989834	SOUTHWEST SCHOOL & OFFICE SUPPLY	3/2/2023	SUPPLIES	52.20
6201	14991481	BRIGHAM YOUNG UNIVERSITY	3/6/2023	HSS ENROLLMENT LILYANA KLOWS-K	150.00
6201	14991482	CDW GOVERNMENT, INC.	3/6/2023	ADOBECREATIVE CLOUD FOR ENTERP	2,500.00
6201	14991488	HOME DEPOT CREDIT SERVICES	3/6/2023	SUPPLIES	847.90
6201	14992508	EDCO DISPOSAL CORPORATION	3/9/2023	GARBAGE SERVICE	237.35
6201	14992516	KNOX ASSOCIATES INC	3/9/2023	KNOX BOX FOR THE SHERIFF'S DEP	525.82
6201	14992520	LAKESIDE WATER DISTRICT	3/9/2023	MONTHLY WATER	71.70
6201	14992533	SOUTHWEST SCHOOL & OFFICE SUPPLY	3/9/2023	SUPPLIES	601.80
6201	14992542	WAXIE SANITARY SUPPLY	3/9/2023	SUPPLIES	133.35
6201	14992545	XEROX FINANCIAL SERVICES, LLC	3/9/2023	COPIER CHARGES	1,549.00
6201	14995276	AT&T	3/16/2023	PHONE LINES	94.29
6201	14995278	BRIGHAM YOUNG UNIVERSITY	3/16/2023	HSS ENROLLMENTS	3,360.00
6201	14995279	CARASOFT TECHNOLOGY CORPORATION	3/16/2023	BACKBLZE-B2 RESERVE-CAP LICENS	1,482.00
6201	14995281	CIF-SAN DIEGO SECTION	3/16/2023	CIFSDS ADMINISTRATIVE FEE PER	200.00
6201	14995296	GROSSMONT UNION HIGH SCHOOL DISTRICT	3/16/2023	ELCAPITAN POOL FEBRUARY 8,8,14	720.00
6201	14995310	SOCAL RECOGNITION, INC.	3/16/2023	INVOICE 1714 DIPLOMA COVERS	686.91
6201	14995317	WAXIE SANITARY SUPPLY	3/16/2023	SUPPLIES	92.50
6201	14996859	JENNIFER LUNDY FAMILY THERAPY INC.	3/20/2023	ON CAMPUS MENTAL HEALTH SERVIC	12,000.00
6201	14998092	24 HOUR FIRE PROTECTION CO	3/23/2023	ABC CHEMICAL AGENTS	1,061.16
6201	14998109	HOME DEPOT CREDIT SERVICES	3/23/2023	SUPPLIES	846.77
6201	14998121	PITNEY BOWES INC.	3/23/2023	RENTAL	104.94
6201	14998122	LAKESIDE UNION SCHOOL DISTRICT	3/23/2023	RCF	194.98
6201	14998126	SAN DIEGO GAS & ELECTRIC	3/23/2023	MONTHLY GAS AND ELECTRIC	4,138.13
6201	14998134	SPARKLETTS	3/23/2023	BOTTLED WATER	339.75
6201	14999555	COX COMMUNICATIONS	3/27/2023	SERVICES	990.00
6201 TOTAL				RIVER VALLEY CHARTER	\$ 39,554.89
				GRAND TOTAL	\$ 3,773,524.53

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: APRIL 20, 2023

Agenda Item:

REVOLVING CASH FUND REGISTER

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

LISTING OF ALL TRANSACTIONS (REIMBURSEMENTS, MILEAGE EXPENSES ETC) FOR THE MONTH PRIOR TO BOARD MEETING

Fiscal Impact (Cost):

\$17,096.68

Funding Source:

GENERAL FUND, DONATION ACCOUNTS, ETC.

Addresses Emphasis Goal(s):

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

Recommended Action:

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


Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LAKESIDE UNION SCHOOL DISTRICT
RCF 2223-013 &
RCF PR 2223-03,04

Date	Ck#	Name	Memo/Description	Check Amount
2/14/2023	40205	VOID	VOID	-
2/15/2023	40206	Danielle Clark	ACSA Every Child Succeeds (Mileage Only)	157.59
2/16/2023	40207	Alejandra Garcia	ACSA Every Child Succeeds (Mileage Only)	165.06
2/16/2023	40208	Stephanie Jacques		90.00
3/1/2023	40209	Tiffany Rice	January Payroll lost in mail	5,984.68
3/2/2023	40210	Nicole Walger	Jan 2023- Should've been 2 days	166.23
3/3/2023	40211	Chandra Bowlus	January EWA Payout-VOID 158.81	0.00
3/6/2023	40212	Chandra Bowlus	Jan 2023 EWA Payout	219.75
3/6/2023	40213	Marcellia Bonander	ACH for February Payroll Returned	79.46
3/7/2023	40214	Owen Marsh	Sub Time Issues in Nov and Jan	1,148.91
3/10/2023	40216	Melissa Perez	February Paycheck lost in the mail	2,142.99
3/13/2023	40217	Suzanne Bass	Headphones For iPads	39.92
3/13/2023	40218	Richard Benzing	Keys & Bolts	84.55
3/13/2023	40219	Mike Bishop	Classroom Supplies	134.35
3/13/2023	40220	Kiteemi Buettgenbach	Postage	22.85
3/13/2023	40221	Susan Burghart	Granola Bars PD Day	19.98
3/13/2023	40222	Rachel Camarero	Supplies For Budget Tips & Tricks	18.07
3/13/2023	40223	Lisa DeRoiser	Refreshment For District Meetings	61.96
3/13/2023	40224	Brooke Dexheimer	California Science Teachers Association	30.00
3/13/2023	40225	John Dungan	The Home Depot - Tape To Repair Whiteboard Table	28.49
3/13/2023	40226	Kelly Gilbert	Instax Printer & Instant Film	173.48
3/13/2023	40227	Daynah Hooper Robledo	Liquid Starch	20.41
3/13/2023	40228	Brad Lappin	Supplies For PLTW	15.68
3/13/2023	40229	Audrey Lent	Punch Cards, Hot Glue, Photos	521.62
3/13/2023	40230	Jamie Lykins	Art Supplies	28.74
3/13/2023	40231	Bayli McBride	(TK) 5 Project Supplies	79.29
3/13/2023	40232	Kim Messina	Keyboards, Hoodie, Hairspray, Flash Drive, Reader	376.27
3/13/2023	40233	Michael Miceli	Refund Of L. Miceli's School Lunch Account	30.50
3/13/2023	40234	Kelli Morrissey	Art Supplies Cream Of Tartar, Cotton Balls	12.56
3/13/2023	40235	Melody Morrison	B. Ranson School Lunch Account	27.00
3/13/2023	40236	Kelly Morton	Bottled Water For PD Day	22.08

3/13/2023	40237	Clifford Mull	(5) Duracell Batteries	102.31
3/13/2023	40238	Steve Mull	Monte Vista Field Day, San Diego FFA, St Jeanne FFA	140.00
3/13/2023	40239	Johnny Nguyen	Harbot Freight -(2) Organizer Bins	108.22
1/0/1900	40240	Brenda Potts	LEGO Duplo	13.05
3/13/2023	40241	Lisa Reynolds	Art Kits, Dartboard, Cups, Puzzles, Helicopter, Door Mat	64.36
3/13/2023	40242	Sharon Sullinger	Teachers' Pay Teachers' - Math Centers, ELA Prep	54.25
3/13/2023	40243	Holly Vance King	Walmart - Fridgets, Pens, Splat Ball	109.41
3/13/2023	40244	Diana White	Smart & Final - Cooking Club Items For Conference Week	191.95
3/13/2023	40245	Elizabeth Upchurch	TPT - Walmart, \$Tree, Suppllies For Class Project	93.85
3/13/2023	40246	Samantha Delia	Refund Of K&R ESS Camp Fees	550.00
3/13/2023	40247	Audrey Lent	Classroom Supplies - Prints, Pancake Breakfast Supplies	1,664.95
3/13/2023	40248	Sheila Remers	Smart & Final - Buttermilk Pancake Mix, Graham Crackers, Mini	185.49
3/13/2023	40249	Tammy Ferrell	Senior (Community Service) & Soup For Students	81.69
3/13/2023	40250	Taira Holden	Plastic Cups With Lids, Glue Sticks, Box Pencils	12.12
3/13/2023	40251	Patricia Smith	TPT - Women In History Research Project	10.00
3/13/2023	40252	Jennifer Speedie	Sea World Field Trip - Chaperones	217.00
3/13/2023	40253	Ashliegh Wyatt	Target - Office Supplies, Highlighter, Astrobirights Toy	55.56
3/13/2023	40254	Blanca Hixson	Refund OF D & M Hixson's School Lunch Account	58.00
3/20/2023	40255	VOID	Knotts Berry Farm Reservation ID 043RC9704949 3/31/23	0.00
3/15/2023	40256	Kim Messina	Reimbursement For 3/17/2023 Knotts Berry Farm Trip	1,482.00
				17,096.68

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: April 20, 2023

Agenda Item:

Ratification of Purchase Orders and Change Orders Listing (March 1, 2023 to March 31, 2023)

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

The Governing Board must ratify all purchase orders and change orders that have been created pursuant to the authority granted under Education Code 17605 and Board Policy 3300 that authorizes staff to purchase supplies, materials, equipment, and services up to the amounts specified in Public Contract Code 20111. In addition, the Governing Board should review and ratify all purchase orders and change orders March 1, 2023 through March 31, 2023 is attached.

Fiscal Impact (Cost):

\$590,925.33

Funding Source:

General Fund Total: \$506,130.49, Student Body ASB Total: \$1,293, Child Development Total: \$15,010, Child Nutrition Total: \$35,576.84, Special Fund Total: \$32,915.00

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

MARCH 2023 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
000008909	dba STUDENT TRANSPORTATION of America	TRANSPORTATION (BUS) TO BIZ TO	0100	Lemon Crest	780.00
000008910	NoRedInk Corp	PREMIUM LIC-C	0100	Tierra Del Sol	13,475.00
000008911	APPLE INC.	10.2" IPAD - SPACE GREY WI-FI	0100	Special Education	2,285.38
000008912	CENGAGE LEARNING	RESOURCE KIT AND BOOKS	0100	Lakeside Middle School	2,162.67
000008913	CERTIFIED MOBILE SHRED	SHRED CHARGE	0100	Tierra Del Sol	80.81
000008914	RIVERSIDE INSIGHTS	1588319 WJ IV ACHIEVEMENT STAN	0100	Special Education	515.01
000008915	PAR, INC.	10913-KT FAR COMPREHENSIVE KIT	0100	Psychology Services	4,764.74
000008916	SUPER DUPER PUBLICATIONS	"RESCA-E RECORD FORMS (20) TMF	0100	Special Education	1,202.50
000008917	CHULA VISTA ELECTRIC CO	2023 ESS Admin Office	0100	ESS/ASES/PreSchool	15,000.00
000008918	CSHA	CSHA CONVERGENCE 2023 ANEHEIM	0100	Human Resources	600.00
000008920	CURRICULUM ASSOCIATES LLC	BRIGANCE - IED III EARLY CHILD	0100	Special Education	847.83
000008921	SAN DIEGO COUNTY OFFICE OF ED	FRISK Training for G. Lopez	0100	Human Resources	139.00
000008923	PARENT INSTITUTE FOR QUALITY EDUCATION	PIQE ENGLISH WORKBOOKS FOR FAL	0100	Pupil Services	1,750.00
000008924	S.D. COUNTY SUPERINTENDENT OF SCHOOLS	REGISTRATION FOR IMPACT OF LE	0100	Pupil Services	125.00
000008925	COUNTY OF SCHOOLS SERVICE FUND	STUDENT RECORDS TRAINING REGIS	0100	Pupil Services	185.00
000008926	COUNTY OF SCHOOLS SERVICE FUND	MEDICAL WASTE SMALL QUANTITY G	0100	Pupil Services	185.00
000008927	FERGUSON ENTERPRISES, INC	SEWER EJECTION PUMP FOR RV LOW	0100	Maintenance & Operations	8,620.00
000008928	AMBROSIA TRAVEL, LLC	CHARTER BUS TRANSPORTATION	0100	Lakeside Middle School	4,300.00
000008928	AMBROSIA TRAVEL, LLC	FULL AMERICAN BREAKFAST	0100	Lakeside Middle School	777.42
000008928	AMBROSIA TRAVEL, LLC	KNOTTS BERRY FARM	0100	Lakeside Middle School	2,059.98
000008929	COUNTY OF SAN DIEGO, DEH	MEDICAL WASTE SMALL QUANTITY G	0100	Health Services	182.10
000008930	4IMPRINT, INC.	SILK TOUCH PERFORMANCE SPORT P	0100	Business Services	932.36
000008931	JOSTENS	22/23 RIA YEARBOOK DEPOSIT	0100	Riverview	2,917.00
000008932	DAVE BANG ASSOCIATES INC OF CA	WOOD FIBER	0100	Maintenance & Operations	61,686.53
000008934	EDD	SEF Local Experiance Charges	0100	Business Services	10,000.00
000008936	TOTAL VISION PC, INC.	TOTAL VISION JAN INVOICE LSUSD	0100	Special Education	735.00
000008937	LOS ANGELES COUNTY OFFICE OF EDUCATION	EXECUTIVE PACKAGE \$150: 1 CARE	0100	Special Education	378.53
000008941	UNITED RENTALS (NORTH AMERICA), INC.	BOOM RENTALS TO PAINT CK & LF	0100	Maintenance & Operations	2,044.75
000008945	TIMOTHY D ARMSTRONG	TRANSPORTATION "NO PARKING" SI	0100	Transportation	167.02
000008946	DATEL SYSTEMS INCORPORATED	LENOVO THINKVISION S24E-20 LED	0100	Transportation	551.99
000008947	HERITAGE TRUCK PAINTING & AUTO COLLISION	BUS 47 HAZARDOUS WASTE DISPOSA	0100	Transportation	910.69
000008949	N2Y, INC/UNIQUE LEARNING SYS.	L3S L3 SKILLSTM RENEWAL 165264	0100	Special Education	4,379.91
000008950	VENTRIS LEARNING	DELV - ST AND NR COMPONENTS: D	0100	Special Education	683.87
000008951	SCHOOL LEADERS NETWORK	HOMELESS EDUCATION CONFERENCE	0100	Pupil Services	2,750.00
000008952	WEST ED	CALIFORNIA HEALTHY KIDS SURVEY	0100	Health Services	1,336.00
000008953	TOTAL VISION PC, INC.	TOTAL VISION PC INVOICE 223	0100	Special Education	290.00
000008954	JEWELL ENTERPRISES SO LLC	BS - ENVELOPES, BUSINESS CARDS	0100	Business Services	454.71
000008955	S.D. COUNTY SUPERINTENDENT OF SCHOOLS	SCHOOL COUNSELORS IMPACT DAY	0100	Pupil Services	1,974.00
000008956	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	FORMERLY ROCK & BLOCK	0100	Maintenance & Operations	2,000.00
000008957	READ NATURALLY INC	"PRODUCT: READ NATURALLY® ENCO	0100	Riverview	445.50
000008958	RON COOK	2022-23 Video Marketing	0100	Superintendent	8,300.00
000008960	THE STEPPING STONES GROUP, LLC	School Psuchologist	0100	Psychology Services	43,000.00
000008961	CAMBIUM LEARNING	LMS REWARDS SECONDARY 3E STUDE	0100	Lakeside Middle School	547.38
000008962	NCS PEARSON, INC	"CTOPP-2 AGES 7-24 RECORD FORM	0100	Psychology Services	4,263.08
000008963	LAKESHORE LEARNING MATERIALS	A PLACE FOR EVERYONE CLASSROOM	0100	Lemon Crest	673.90
000008964	SAN DIEGO COUNTY OFFICE OF ED	LEMON CREST HANDOUTS (EL WORKB	0100	Lemon Crest	287.04
000008965	HAYDEE MEJA	HAYDEE MEJIA - INVOICE 2 23 23	0100	Special Education	2,660.00
000008966	EASY ICE	22/23 ESS REPAIR	0100	ESS/ASES/PreSchool	1,500.00
000008970	SAN DIEGO GLOBAL EDUCATIONAL INSTITUTE	2022-23 CI Teachers RV/TDS	0100	Riverview	1,500.00
000008970	SAN DIEGO GLOBAL EDUCATIONAL INSTITUTE	2022-23 CI Teachers RV/TDS	0100	Tierra Del Sol	1,500.00
000008972	LITERATI, INC	INVOICE FOR LITARTIE BOOK FAIR	0100	Lakeside Farms	3,354.10
000008973	FUNDRAISING MANAGER	BAND FUNDRAISER SUPPLIES	0100	Lakeside Middle School	2,531.05
000008974	STANDARD ELECTRONICS	PROVIDE & INSTALL CELLULAR DIA	0100	Maintenance & Operations	10,560.00
000008975	THE NEW CHILDREN'S MUSEUM	CHILDRENS MUSEUM TRIP 3-13	0100	Winter Gardens	400.00
000008976	THE NEW CHILDREN'S MUSEUM	CHILDRENS/ MUSEUM 3-20	0100	Winter Gardens	435.00
000008977	ALLIANCE FOR AFRICAN ASSISTANCE	INTERPRETER E23-3275	0100	Tierra Del Sol	124.95
000008978	SUPER DUPER PUBLICATIONS	FONDA TRIPP SPEECH BUDGET	0100	Riverview	484.59
000008979	LAKESIDE CHAMBER OF COMMERCE	PARADE AD	0100	Superintendent	250.00
000008980	PITNEY BOWES INC.	FOLDING MACHINE	0100	Superintendent	229.93
000008982	ORANGE COUNTY DEPT. OF EDU.	2022-23 RMTS System Fees	0100	Business Services	300.00
000008983	AZTEC FIRE & SAFETY INC.	PERFORM THE ANNUAL INSPECTION	0100	Maintenance & Operations	2,945.00
000008984	AMAZON CAPITAL SERVICES, INC.	LV - EXTRA SUPPLIES	0100	Lakeview	374.43
000008985	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	LMS - CONFERENCE, SHIRTS, CHAP	0100	Lakeside Middle School	1,185.00
000008986	AMAZON CAPITAL SERVICES, INC.	LV - AMAZON	0100	Lakeview	10,750.00
000008987	OFFICE DEPOT, INC.	STAMP FOR DENISE BEALS	0100	Health Services	24.77
000008989	dba FLY DANCE COMPETITION	DANCE COMPETITION FEES	0100	Lakeside Middle School	7,110.00
000008990	DEBRA DUPREE	IPM MEETING S. SCOTT	0100	Human Resources	600.00
000008991	WELLNESS TOGETHER INC.	Addendum v2023-020A	0100	Pupil Services	86,307.84
000008992	SANCUITY, LLC	"GOI UHF - 4 WATT, 32 CHANNEL	0100	ESS/ASES/PreSchool	20,506.13
000008994	ASCD	ASCD MEMBERSHIP	0100	Superintendent	354.00
000008997	RON COOK	DREAM VIDEO	0100	Superintendent	750.00
000008998	CELEBRATE LIFE	PLAQUES/FRAE TAGS	0100	Superintendent	44.28
000008999	ACSA	HOME AND HOSPITAL INSTRUCTION	0100	Health Services	69.00
					\$ 368,596.77
000008959	SMART & FINAL	ASB REWARDS	0800	Lakeside Middle School	\$ 1,293.00
					\$ 1,293.00
000008922	INDIAN HILLS CAMP	2023 INDIAN HILLS	1200	ESS/ASES/PreSchool	10,000.00

MARCH 2023 CHANGE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
0000007579	OFFICE DEPOT, INC.	CO - Office Depot PO 8254	0100	Special Education	1,000.00
0000007586	ALLIED REFRIGERATION INC	increase Allied PO 8004	0100	Maintenance & Operations	3,000.00
0000007587	FERGUSON ENTERPRISES, INC	increase Ferguson PO 8093	0100	Maintenance & Operations	3,000.00
0000007588	HOME DEPOT CREDIT SERVICES	increase Home Depot PO 7994	0100	Maintenance & Operations	5,000.00
0000007597	LYNN'S LOCKSMITH SERVICE	increase Lynn's PO 8022	0100	Maintenance & Operations	500.00
0000007602	AMAZON CAPITAL SERVICES, INC.	Amazon C/O	0100	Superintendent	1,000.00
0000007603	O'REILLY AUTO PARTS	increase O'Reilly PO 8060	0100	Transportation	2,500.00
0000007612	DAVE BANG ASSOCIATES INC OF CA	c/o PO 8932 Dave Bang	0100	Maintenance & Operations	-503.88
0000007612	DAVE BANG ASSOCIATES INC OF CA	c/o PO 8932 Dave Bang	0100	Maintenance & Operations	1,960.00
0000007612	DAVE BANG ASSOCIATES INC OF CA	c/o PO 8932 Dave Bang	0100	Maintenance & Operations	5,038.80
0000007612	DAVE BANG ASSOCIATES INC OF CA	c/o PO 8932 Dave Bang	0100	Maintenance & Operations	5,038.80
0000007616	OFFICE DEPOT, INC.	OFFICE DEPOT C/O PO 8026	0100	Maintenance & Operations	100.00
0000007620	AMAZON CAPITAL SERVICES, INC.	LV-Change Order-Amazon (Admin)	0100	Lakeview	400.00
0000007621	AMAZON CAPITAL SERVICES, INC.	LV-Change Order (LCFF Instruc)	0100	Lakeview	2,000.00
0000007628	EAST PENN MFG CO	c/o East Penn Gen Ed	0100	Transportation	1,000.00
0000007630	AMAZON CAPITAL SERVICES, INC.	CO - Amazon PO 8130	0100	Special Education	2,000.00
0000007635	VISTA HILL FOUNDATION	CO - Vista Hill PO 8081	0100	Special Education	20,000.00
0000007639	VERBAL BEHAVIOR ASSOCIATES, INC.	CO-Verbal Behavior Assoc 8688	0100	Special Education	60,000.00
0000007651	US AIR CONDITIONING DISTRIB.	c/o US Air	0100	Maintenance & Operations	1,000.00
0000007652	NATIONAL PETROLEUM INC	c/o National Petroleum	0100	Transportation	1,000.00
0000007652	NATIONAL PETROLEUM INC	c/o National Petroleum	0100	Transportation	1,000.00
0000007665	AMAZON CAPITAL SERVICES, INC.	C/O PO 8173 LF ADMIN	0100	Lakeside Farms	1,000.00
0000007666	SAN DIEGO FENCE COMPANY	c/o SD Fence	0100	Maintenance & Operations	1,000.00
0000007667	LAKESIDE EQUIPMENT	c/o Lakeside Equip	0100	Maintenance & Operations	2,500.00
0000007668	AIR FILTER SUPPLY a CA CORPORATION	c/o Air Filter Supply	0100	Maintenance & Operations	10,000.00
0000007669	AMAZON CAPITAL SERVICES, INC.	c/o Amazon	0100	Maintenance & Operations	500.00
0000007670	SAFETY-KLEEN SYSTEMS, INC.	c/o Safety Kleen	0100	Transportation	500.00
0000007670	SAFETY-KLEEN SYSTEMS, INC.	c/o Safety Kleen	0100	Transportation	500.00
0000007671	HOME DEPOT CREDIT SERVICES	c/o Home Depot	0100	Maintenance & Operations	500.00
0000007677	CAL PACIFIC TRUCK CENTER, LLC	c/o Cal Pacific	0100	Transportation	5,000.00
					\$ 137,533.72
0000007576	PARKWAY BOWL	PKWY BOWL - PO#8558 - C/O	1200	ESS/ASES/PreSchool	5,000.00
					\$ 5,000.00
0000007604	CINTAS CORPORATION	C/O PO 7969 Ciontas	1300	Child Nutrition	900.00
					\$ 900.00
0000007626	DENNIS COOK ROOFING INC	c/o Dennis Cook Roofing	4000	Maintenance & Operations	5,365.00
					\$ 5,365.00
TOTAL CHANGE ORDERS					\$ 148,798.72
TOTAL (01) GENERAL FUND CO's					137,533.72
TOTAL (12) CHILD DEVELOPMENT FUND CO's					5,000.00
TOTAL (13) CHILD NUTRITION FUND CO's					900.00
TOTAL (40) SPECAIL FUND CO'S					5,365.00

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: April 20, 2023

Agenda Item:

Ratification of P Card expenditure transactions for the month of February 2023.

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

It is recommended that The Governing Board approve/ratify expenditure transactions charged to District P Cards for the month of February 2023.

Fiscal Impact (Cost):

\$17,941.10

Funding Source:

General Fund Total: \$15,741.82, ASB Fund: \$49.99, Child Development Fund Total: \$1,849.14, Child Nutrition: \$300.15

Addresses Emphasis Goal(s):

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

Recommended Action:

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


Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: April 20, 2023

Agenda Item:

Adopt Resolution No. 2023-19, approving the California State Teachers' Retirement System (CalSTRS) Retirement Incentive Program.

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

Pursuant to Education Code sections 22714, 44929 and 87488, the Lakeside Union School District has the authority to offer an "Early Retirement Incentive (ERI)" to employees who are eligible for retirement under CalSTRS. Each individual request to retire under the provisions of the ERI will be reviewed to determine the fiscal impact to the District.

Fiscal Impact (Cost):

The estimated cost of the ERI would be as follows, 1 Employee-Option II paid over 3 years, and 2 Employees-Option III (2 years of CalSTRS credit) paid over 2 years for a total cost of \$243,500. The estimated net savings to the District of the ERI including the replacement of the three teachers in the next three fiscal years is \$186,894.00

Funding Source:

General Fund

Addresses Emphasis Goal(s):

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

Recommended Action:

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

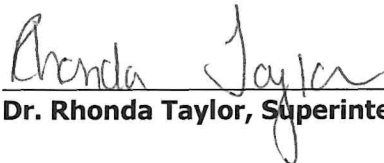
Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: April 20, 2023

Agenda Item:

Approve Resolution #2023-21 for mutual agreement of termination with Student Transportation of America.

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

The District seeks a mutual agreement with Santa Barbara Transportation Corporation for termination (dba Student Transportation of America) for Bid No. LUSD 2022-02 for Transportation of Charter Bus, Activity Trips and General Education Transportation Services as defined in Resolution #2023-21.

Fiscal Impact (Cost):

None

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

RESOLUTION NO. 2023-21

RESOLUTION OF THE BOARD OF TRUSTEES OF THE LAKESIDE UNION SCHOOL DISTRICT TERMINATING FOR CONVENIENCE THE AGREEMENT WITH STUDENT TRANSPORTATION OF AMERICA

WHEREAS, on January 18, 2023, the Lakeside Union School District (“District”) opened bids for Bid No. LUSD 2022-02, Contractor for Transportation of Charter Bus, Activity Trips and General Education Transportation Services (“Bid No. LUSD 2022-02”); and

WHEREAS, the only bid received for Bid No. LUSD 2022-02 was from Santa Barbara Transportation Corp. dba Student Transportation of America, a California corporation (“STA”); and

WHEREAS, on February 1, 2023, the District entered into an agreement with STA to furnish the services as set forth in Bid No. LUSD 2022-02 (“STA Agreement”); and

WHEREAS, a dispute occurred between the District and STA regarding STA’s services for the District under the STA Agreement; and

WHEREAS, District staff and the District’s legal counsel have spoken with STA regarding the dispute and STA proposed that the STA Agreement be terminated for convenience based on a mutual agreement of the District and STA; and

WHEREAS, STA provided written notice to the District of STA’s agreement to terminate the STA Agreement for convenience, effective immediately.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE LAKESIDE UNION SCHOOL DISTRICT HEREBY FINDS, DETERMINES, DECLARES, AND RESOLVES AS FOLLOWS:

Section 1. The foregoing recitals are true, correct, and are incorporated herein as if fully set forth.

Section 2. Good cause exists and the Board of Trustees (“Board”) hereby terminates the STA Agreement for convenience, effective immediately.

Section 3. The Superintendent, and/or the Superintendent’s respective designees, if any, are each hereby authorized and directed to proceed with any steps necessary to implement, or arising from, the findings and orders of this Resolution.

Section 4. This Resolution shall take effect immediately upon approval by the Board.

ADOPTED, SIGNED AND APPROVED this 20th day of April, 2023.

BOARD OF TRUSTEES OF THE LAKESIDE
UNION SCHOOL DISTRICT

By: _____
Andrew Hayes, President of the Board of
Trustees of the Lakeside Union School
District

ATTEST:

By: _____
Jim Bennett, Clerk of the Board of Trustees
of the Lakeside Union School District

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

I, Jim Bennett, Clerk, Governing Board of the Lakeside Union School District, do hereby certify that the foregoing Resolution No. 2023-21 was duly adopted by the Governing Board of the Lakeside Union School District at a meeting thereof held on the 20th day of April, 2023, at which meeting a quorum of such Board was present and acting throughout and for which notice and an agenda was prepared and posted as required by law, and that such Resolution was so adopted by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Bennett, Clerk
Governing Board of the Lakeside Union School District

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

I, _____, 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 Resolution No. _____ of such Board and that the same has not been amended, rescinded, or repealed.

Dated this 20th day of April, 2023.

Clerk, Governing Board of the Lakeside Union School District

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: April 20, 2023

Agenda Item:

Approve Resolution #2023-20 to enter into agreement with Royal Transportation for field trip bussing.

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

The District seeks to enter into agreement with Royal Transportation for field trip bussing for the duration of the 2022-23 school year as is needed. Adoption is requested of Resolution No. 2023-20, approving the agreement with Royal Transportation for transportation of charter bus, activity trips and general education transportation services and declaring the agreement exempt from competitive bidding.

Fiscal Impact (Cost):

Cost of Field Trips as Needed

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member

RESOLUTION NO. 2023-20

RESOLUTION OF THE BOARD OF TRUSTEES OF THE LAKESIDE UNION SCHOOL DISTRICT APPROVING THE AGREEMENT WITH ROYAL TRANSPORTATION FOR TRANSPORTATION OF CHARTER BUS, ACTIVITY TRIPS AND GENERAL EDUCATION TRANSPORTATION SERVICES AND DECLARING THE AGREEMENT EXEMPT FROM COMPETITIVE BIDDING

WHEREAS, on January 18, 2023, the Lakeside Union School District (“District”) opened bids for Bid No. LUSD 2022-02, Contractor for Transportation of Charter Bus, Activity Trips and General Education Transportation Services (“Bid No. LUSD 2022-02”); and

WHEREAS, the District received only one bid for Bid No. LUSD 2022-02 and has terminated the agreement with said bidder; and

WHEREAS, the termination of the contract has left the District with an immediate need for transportation services as set forth in Bid No. LUSD 2022-02 for upcoming field trips that have been scheduled for the remainder of the school year; and

WHEREAS, Education Code § 39802 authorizes a governing board of a school district, whenever an expenditure of more than \$10,000 is involved, to secure bids pursuant to Sections 20111 and 20112 of the Public Contract Code for student transportation at the lowest possible figure consistent with property and satisfactory service; and

WHEREAS, Education Code § 39802 specifically provides that a governing board of a school district may let the transportation contract to other than the lowest bidder; and

WHEREAS, the District identified Royal Transportation (“Royal”) as a company that could immediately provide the necessary transportation services for scheduled field trips for the remainder of the school year at a reasonable cost that may or may not exceed \$10,000; and

WHEREAS, the District desires to enter into an Agreement with Royal, attached hereto as Exhibit “A” (“Royal Agreement”), to furnish, operate, and maintain school buses or services for transportation of pupils and other persons as may be specified by the District;

WHEREAS, the purpose of competitive bidding is to guard against favoritism, improvidence, extravagance, fraud and corruption; to prevent the waste of public funds; and to obtain the best economic result for the public (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 636 (“*Graydon*”)); and

WHEREAS, competitive bidding is not required where the nature of the subject of the contract is such that competitive proposals would be unavailing or would not produce an advantage, and the advertisement for competitive bids would thus be undesirable, impractical, or impossible (*Graydon* at pp. 635-636); and

WHEREAS, given the urgent circumstances leading up to the Royal Agreement, the immediate need for transportation services for upcoming field trips that have been scheduled throughout the remainder of the school year, and the lack of any other bidders for Bid No. LUSD 2022-02, District staff desires that the Board of Trustees approve the Royal Agreement and declare that such circumstances justified obtaining Royal's services without the need for competitive bidding.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE LAKESIDE UNION SCHOOL DISTRICT HEREBY FINDS, DETERMINES, DECLARES, AND RESOLVES AS FOLLOWS:

Section 1. The foregoing recitals are true, correct, and are incorporated herein as if fully set forth.

Section 2. The Board hereby finds that, under the circumstances described herein, competitively bidding for Royal's student transportation services would be unavailing, undesirable, would not produce an advantage, and would not obtain the best economic result for the public because: (1) there is an immediate need for transportation services for students due to the terminated services under the contract awarded pursuant to Bid No. LUSD 2022-02; (2) the District received no other bids for Bid No. LUSD 2022-02; and (3) the District has scheduled multiple field trips for the remainder of the school year that require transportation.

Section 3. Based on the foregoing, the Board hereby approves the Royal Agreement.

Section 4. The Board hereby requires that, pursuant to Education Code § 39802, the District seek bids for transportation services in the 2023/2024 school year for future transportation needs.

Section 5. The Superintendent, and/or the Superintendent's respective designees, if any, are each hereby authorized and directed to proceed with any steps necessary to implement, or arising from, the findings and orders of this Resolution.

(Continued on following page)

Section 6. This Resolution shall take effect immediately upon approval by the Board.

ADOPTED, SIGNED AND APPROVED this 20th day of April, 2023.

BOARD OF TRUSTEES OF THE LAKESIDE
UNION SCHOOL DISTRICT

By: _____
Andrew Hayes, President of the Board of
Trustees of the Lakeside Union School
District

ATTEST:

By: _____
Jim Bennett, Clerk of the Board of Trustees
of the Lakeside Union School District

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

I, Jim Bennett, Clerk, Governing Board of the Lakeside Union School District, do hereby certify that the foregoing Resolution No. 2023-20 was duly adopted by the Governing Board of the Lakeside Union School District at a meeting thereof held on the 20th day of April, 2023, at which meeting a quorum of such Board was present and acting throughout and for which notice and an agenda was prepared and posted as required by law, and that such Resolution was so adopted by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Bennett, Clerk
Governing Board of the Lakeside Union School District

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

I, _____, 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 Resolution No. _____ of such Board and that the same has not been amended, rescinded, or repealed.

Dated this 20th day of April, 2023.

Clerk, Governing Board of the Lakeside Union School District

EXHIBIT A

Fund	Res.	Goal	Func.	Object	School	Op. Unit
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LAKESIDE UNION SCHOOL DISTRICT

Independent Contractor Agreement

Contract No. 2023-044 PO No. _____

This agreement is hereby entered into between Lakeside Union School District, herein after referred to as "District," and

Royal Lines Charters, LLC

Contractor Name

Sara
Sales@royallinescharters.com

Email Address

paty@royallinescharters.com

P.O. Box 1586

Mailing Address

Bonita CA 91908

City

State

Zip Code

46-4888563

Taxpayer ID No.

Herein after referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

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

NOW, THEREFORE, the parties agree as follows:

- Scope of Services:** SPAB transportation for local field trips
- Term.** Contractor shall commence providing services under this Agreement on 4/21/2023, and will diligently perform as required and complete performance by 6/30/2023.
- Location:** (Please name site or department) District-Wide.
- Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee **not to exceed** see rate sheet and/or (\$ _____)/hr. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the Business Services office.
- Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

6. **Standard of Performance.** Contractor shall, in good and workmanlike manner, in accordance with the highest professional standards, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances. Contractor shall, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
8. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
10. **Confidentiality and Use of Information.**
 - a.) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
 - b.) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
11. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary during the term of this Agreement and for four (4) years from the date of final payment under this Agreement, Contractor shall make available to District for examination at District's place of

business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

12. **Works for Hire/Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

13. **Termination.**

Termination for Convenience: At any time and without need for cause, the District may terminate this Agreement by delivering written notice of termination to the Contractor. The Contractor shall be deemed to have received written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The termination shall take effect immediately upon receipt of the written notice, unless the notice specifies a later date as the effective date of the termination. As of the effective date of the termination, the Contractor shall cease all work pursuant to this Agreement. The District and the Contractor expressly agree that, in the event of termination for convenience, the District will be required to compensate the Contractor only for services satisfactorily rendered prior to the effective date of termination.

Termination for Cause: At any time it believes it has sufficient cause the District may deliver written notice to the Contractor of the District's intent to terminate this Agreement for cause. The Contractor shall be deemed to have received the written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The written notice shall set forth in reasonable detail the cause(s) underlying the District's intent to terminate this Agreement. Sufficient cause for termination shall include: (a) any material breach of this Agreement by the Contractor, including any failure by Contractor to reasonably perform its obligations pursuant to this Agreement; (b) any act by Contractor exposing the District to liability for, or resulting in District liability for, personal injury or property damage; (c) any act by Contractor exposing the District to liability for, or resulting in District liability for, fraudulent or other wrongful acts; and (d) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. This Agreement shall terminate fifteen days after receipt by the Contractor of the written notice, unless Contractor has corrected or eliminated the matters forming the cause(s) for termination and provided evidence thereof satisfactory to the District, or Contractor has made arrangements for the correction or elimination of such matters satisfactory to the District. In the event of such termination for cause, all work and services of the Contractor provided prior to the termination shall be the property of the District, and the District may complete the services required under this Agreement by any other means the District determines reasonable. The Contractor shall be liable for all damages incurred by the District as a result of the Contractor's breach of its obligations pursuant to this Agreement, acts exposing the District to liability, and/or acts resulting in District liability. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Insurance, Indemnification and Hold Harmless.**

- a.) The Contractor shall, at his or her expense, carry adequate insurance to fully protect both the Contractor and the District from any and all claims of any nature for damage to property or for

personal injury including death, which may arise while the Contractor is traveling to or from a work-related location. Such insurance shall be subject to the District's review and approval prior to provisions of the Services described herein.

- b.) To the fullest extent permitted by law, the Contractor shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, agents, employees and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

15. **Worker's Compensation Insurance.** Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Accordingly, Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend, indemnify and hold the District, its officials, officers, agents and employees harmless from such claim.

16. **Fingerprinting Requirements** The District anticipates that the Contractor:

- will not have contact with any students of the District
- will have limited contact with students and will be supervised by a District employee at all times.
- will have contact with students and must comply with the District's standard criminal background checks process pursuant to Education Code Section 45125.1. Contact Director of Human Resources for assistance if needed.

17. **California Labor Code Requirements.**

- a.) The Contractor certifies that it is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend,

indemnify and hold the District, its officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b.) If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). The Contractor shall maintain registration for the duration of this Agreement and require the same of any subcontractors. The services performed under this Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

18. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Compliance with Applicable Laws.** The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
20. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
21. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
22. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
23. **Nondiscrimination in Employment.** Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
24. **Non-waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
25. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District:

For Contractor:

Royal Lines Charters, LLC

- 26. **Notice.** All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
- 27. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 28. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
- 29. **Warranty of Authority.** Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this ____ day of _____.

Lakeside Union School District

SCHOOL DISTRICT

Signature of Authorized Agent

Lisa Davis

Typed or Printed Name

Assistant Superintendent

Title

Board Approval Date: _____

Royal Lines Charters, LLC

CONTRACTOR

Patricia Grady

Signature of Authorized Agent

Patricia Grady

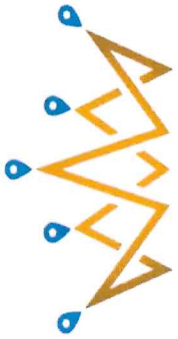
Typed Name

46-4888563

Social Security or Taxpayer I.D. No.

619 421-1430

(Area Code) Telephone Number



ROYAL LINES Charters

The World is Yours, Let's Go See It!

P.O. BOX 1586, Bonita, CA 91908

Phone: 619-421-1430 / Fax: 619-421-0149

Direct: 619 739-4424

LAKESIDE DISTRICT APR – JUNE 2023

Vehicle Type & Service	RATE					
46-56 Passenger						
4 Hour Min.	\$924.00					
Add Hour	\$165.00					
SD Day Rate 12 Hrs	\$1,660.00					
LOCAL ONE-WAY	\$745.00					
28-35 Passenger						
4 Hour Minimum	\$848.50					
Add Hour	\$148.00					
SD Day Rate 12 Hrs	\$1,530.00					
LOCAL ONE-WAY	\$662.50					

Employee Classification	Work Days	Holidays	Mandatory	Total Contracted
12 month	244	16	N/A	260
11 month	207	15	10	232
10.5 month -SPED Infant	201	16	10	227
10.5 month	199	15	10	224
10 month	181	14	10	205

2023-24 Classified Work Calendar

JULY																															
S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	
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		1	Fourth of July	2	3	4			5	6	7	8	9			10	11	12	13	14			15	16	17	18	19			20	
																															1
		1			2	3	4																								

1

AUGUST																														
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21	22	23	24			25	26	27	28	29			30	31	32	33	34			35	36	37	38	39			40	41	42	43
2	3	4	5			6	7	8	9	10			11	12	13	14	15			16	17	18	19	20			21	22	23	24
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						1	2	3	4	5			6	7	8	9	10			11	12	13	14	15			16	17	18	19
																				1	2	3	4	5			6	7	8	9

SEPTEMBER																													
F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
44			Labor Day	45	46	47	48			49	50	51	52	53			54	55	56	57	58			59	60	61	62	63	
25				26	27	28	29			30	31	32	33	34			35	36	37	38	39			40	41	42	43	44	
19				20	21	22	23			24	25	26	27	28			29	30	31	32	33			34	35	36	37	38	
20				21	22	23	24			25	26	27	28	29			30	31	32	33	34			35	36	37	38	39	
10				11	12	13	14			15	16	17	18	19			20	21	22	23	24			25	26	27	28	29	

2

OCTOBER																																	
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T			
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	64	65	66	67	68			69	70	71	72	73			74	75	76	77	78			79	80	81	82	83			84	85			
	45	46	47	48	49			50	51	52	53	54			55	56	57	58	59			60	61	62	63	64			65	66			
	39	40	41	42	43			44	45	46	47	48			49	50	51	52	53			54	55	56	57	58			59	60			
	40	41	42	43	44			45	46	47	48	49			50	51	52	53	54			55	56	57	58	59			60	61			
	30	31	32	33	34			35	36	37	38	39			40	41	42	43	44			45	46	47	48	49			50	51			

NOVEMBER																																	
W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T				
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86	87	88			89	90	91	92	Veterans Day			93	94	95	96	97			98	99	100	Thanksgiving	Local Holiday			101	102	103	104				
67	68	69			70	71	72	73				74	75	76	77	78			V	NW	NW							79	80	81	82		
61	62	63			64	65	66	67					68	69	70	71	72			V	NW			NW					73	74	75	76	
62	63	64			65	66	67	68					69	70	71	72	73			V	NW			NW					74	75	76	77	
52	53	54			55	56	57	58					59	60	61	62	63			V	NW			NW					64	65	66	67	

3

4

5

MARCH

F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
162			163	164	165	166	167			168	169	170	171	172			173	174	175	176	177			178	179	180	181			
134			135	136	137	138	139			140	141	142	143	144			145	146	147	148	149			V	V	V	V			
128			129	130	131	132	133			134	135	136	137	138			139	140	141	142	143			V	V	V	V			
129			130	131	132	133	134			135	136	137	138	139			140	141	142	143	144			V	V	V	V			
119			120	121	122	123	124			125	126	127	128	129			130	131	132	133	134			V	V	V	V			

14

APRIL

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
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182	183	184	185	186			187	188	189	190	191			192	193	194	195	196			197	198	199	200	201			202	203
V	V	V	NW	NW			150	151	152	153	154			155	156	157	158	159			160	161	162	163	164			165	166
V	V	V	NW	NW			144	145	146	147	148			149	150	151	152	153			154	155	156	157	158			159	160
V	V	V	NW	NW			145	146	147	148	149			150	151	152	153	154			155	156	157	158	159			160	161
V	V	V	NW	NW			135	136	137	138	139			140	141	142	143	144			145	146	147	148	149			150	151

MAY

W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
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204	205	206			207	208	209	210	211			212	213	214	215	216			217	218	219	220	221				222	223	224	225
167	168	169			170	171	172	173	174			175	176	177	178	179			180	181	182	183	184				185	186	187	188
161	162	163			164	165	166	167	168			169	170	171	172	173			174	175	176	177	178				179	180	181	182
162	163	164			165	166	167	168	169			170	171	172	173	174			175	176	177	178	179				180	181	182	183
152	153	154			155	156	157	158	159			160	161	162	163	164			165	166	167	168	169				170	171	172	173

15

JUNE

S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
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		226	227	228	229	230			231	232	233	234	235			236	237	Juneteenth	238	239			240	241	242	243	244			
		189	190	191	192	193			194	195	196	197	198			199	200			201	202			203	204	205	206	207		
		183	184	185	186	187			188	189	190	191	192			193	194			195	196			197	198	199	200	201		
		184	185	186	187	188			189	190	191	192	193			194	195			196	197			198	199					
		174	175	176	177	178			179	180	181																			

Memorandum of Understanding

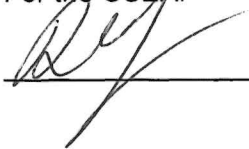
By and Between the California School Employees Association
And its Lakeside Chapter # 240
And the Lakeside Union School District

February 2023

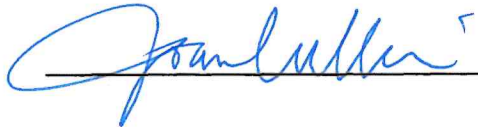
The California School Employees Association and its Lakeside Chapter #240 (CSEA) and the Lakeside Union School District (District) enter into this Memorandum of Understanding ("MOU") having agreed to the following:

1. The 2023-2024 calendar, a copy of which is attached and incorporated by reference; and
2. The District office will be closed December 27, 2023-December 29, 2023, and the 12-month classified employees will have the option to work or take a vacation day; and
3. The MOU is effective for the 2023-2024 school year.

For the CSEA:

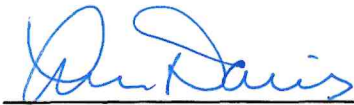


Date 1-28-23



Date 2-28-2023

For the Lakeside Union School District:



Date 2-28-23

The California School Employees Association (CSEA)

and its Lakeside Chapter 240

Impacts and Effects

Reduction of Hours and Elimination of Classified Positions

February 28, 2023

WHEREAS, the Governing Board of the Lakeside Union School District will make a decision on a Resolution 2023-24 to reduce/eliminate 5 (five) classified positions from Vocational Licensed Nurse Positions from 1.0 FTE to 0.75 FTE and discontinue two (2) 0.75 Behavior Intervention Assistant positions for the 2023-2024 school year.

In addition to those guarantees and benefits including but not limited to Article 28, Layoff and Reemployment, CSEA and its Lakeside Chapter 240 propose the following:

1. **Substitute Service:** The employees affected shall have the absolute right and preference over all others to work as substitutes in any substitute position for which they meet the minimum qualifications. These employees will continue to receive their regular rate of pay if they substitute in their former classification and the substitute rate if they work in other classifications.
2. **Grossmont vs. Tucker:** Classified position who are laid off have the right to apply for any positions which they meet the minimum qualifications and will be considered before any outside District candidates.
3. **Use of Volunteers:** The District shall not utilize volunteers to perform job duties of classified employees who have been laid off. The District may not abolish any of its classified position and use volunteers in lieu of classified employee who was laid off.
4. **Transfer of Unit Work:** The District shall not transfer the work out of the bargaining unit to certificated employees, volunteers, confidential, management, students, short-term, limited term or substitute employees.
5. **Effect of Workload:** Any workload issues that may affect unit members due to layoff shall be subject to negotiations on an individual basis.

FOR THE DISTRICT:

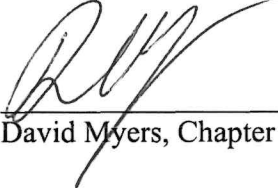
 2-28-23

Lisa Davis, Assistant Superintendent



Christine Sinatra, Director Human Resources

FOR CSEA:

 2-28-23

David Myers, Chapter President



Joni Collins, Labor Relations Representative

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: April 20, 2023

Agenda Item:

Approval is requested of an updated Classified Substitute Salary Schedule to include new positions.

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

Approval is requested of the attached Classified Substitute Salary Schedule, effective January 1, 2023 to attract more qualified substitutes within different job areas. The substitute would start at step 1 of each range listed. Most of the permanent jobs within this salary schedule do not require a substitute. The jobs most often requiring substitutes are Instructional Assistants, Campus Student Supervisor, Custodian, Child Nutrition Assistants, Licensed Vocational Nurses along with various clerical positions.

Fiscal Impact (Cost):

To Be Determined based on need for qualified substitutes

Funding Source:

General Fund

Addresses Emphasis Goal(s):

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

Recommended Action:

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


Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LAKESIDE UNION SCHOOL DISTRICT
Classified Substitute Salary Schedule for Non Employees
Effective January 1, 2023

JOB TITLE	Range	Hourly Rate
Instructional Support		
Instructional Assistant	11	17.30
Instructional Assistant - EL	12	17.36
Instructional Assistant - Preschool	9	17.13
Instructional Assistant I - Special Education	10	17.24
Instructional Assistant II - Special Education	12	17.36
Instructional Assistant III - Special Education	14	17.48
Behavioral Intervention Assistant	17	18.59
Playground Activity Coordinator	10	17.24
Preschool Teacher	10	17.24
Social Service Coordinator	38	39.45
Library / Media		
Library Media Specialist	19	19.36
School Library Technician	18	18.91
Student Services		
Campus Student Supervisor	8	17.07
Community Liason - Bilingual	18	18.91
Guidance Specialist	12	17.36
Speech and Language Pathology Assistant	29	24.10
Theater Tech	9	17.13
Accounting / Fiscal		
Accounting Assistant - Child Nutrition	23	21.18
Accounting Technician - ESS - LEAP	27	23.01
Accounting Technician - Various	27	23.01
Clerical / Secretarial Support		
Administrative Assistant - Pupil Services/Special Education	23	21.18
Administrative Support Specialist - District	27	23.01
Administrative Support Specialist - MOT	27	23.01
Administrative Support Specialist - Pupil Services/Special Education	27	23.01
Executive Administrative Support Specialist - Ed Services	30	24.68
School Clerk I	16	18.18
School Office and Health Assistant	21	20.23
School Office Assistant	16	18.18
School Secretary	23	21.18
Health Services		
Health Service Technician	18	18.91
Licensed Vocational Nurse	23	21.18
Occupational Therapist	38	39.45
Student Support Assistant	20	19.84
Human Resources		
Human Resources Assistant	20	19.84
Human Resources Technician	27	23.01

JOB TITLE	Range	Hourly Rate
Maintenance & Operations		
Lead Skilled Maintenance Worker	33	26.36
Maintenance Worker	24	21.59
Skilled Maintenance Worker	29	24.10
Custodial		
Custodian - Day	20	19.84
Custodian - Night	17	18.59
Warehouse/Delivery/Custodian	19	19.36
Grounds Maintenance		
Gardener	24	21.59
Transportation		
Bus Driver/Trainer/Dispatcher	29	24.10
Mechanic	30	24.68
School Bus Driver	22	20.67
Transportation Assistant/School Bus Driver	22	20.67
Van/Passenger Vehicle Driver	19	19.36
Transportation Student Attendant	10	17.24
Specialized Support		
Attendance Technician	17	18.59
Data Specialist	30	24.68
Information Technology		
Information Technology Analyst	37	29.00
Information Technology Specialist	23	21.18
System Support Analyst	38	39.45
Nutrition Services		
Child Nutrition Assistant I	8	17.07
Child Nutrition Assistant II	11	17.30
Child Nutrition Lead	20	19.84
Child Nutrition Site Assistant	9	17.13
Child Nutrition Utility Worker	19	19.36
Child Development		
Child Development Assistant	8	17.07
Site Lead - Extended Student Services	19	19.36
ESS Health Technician Site Lead Assistant	14	17.48

*All rates are based on Step 1 of the positions range
Rates are to be adjusted along with current salary schedule adjustments*

Qualified persons who are hired for a long-term position assignment may be paid at a higher step within that range

State minimum wage is \$15.50 per hour effective January 1, 2023

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: April 20, 2023

Agenda Item:

Approval of Piggyback purchase, 1125 Asus Chromebooks for roll out to 3rd grade, Resolution #2023-18

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

Public Contract Code PCC Section 20118 allows for a District to purchase property for the District as is in the best interest of the District by a Piggyback bid of another public agency.

Approval is requested to contract with Trafera for the purchase of 1125 Asus Chromebooks, and 1125 Google Chrome Management Licenses according to NCPA (Omnia) Contract #01-149. These Chromebooks will be used in 3rd grade to begin a transition of Chromebook Education in elementary grades. These will also replace existing middle school Chromebooks in 6th grade as part of the ongoing technology refresh cycle.

Attached are the Resolution, Letter of Award, and Pricing Contract. The full Request for Proposal is available upon request.

Fiscal Impact (Cost):

\$514,285.82

Funding Source:

General Fund

Addresses Emphasis Goal(s):

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

Recommended Action:

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

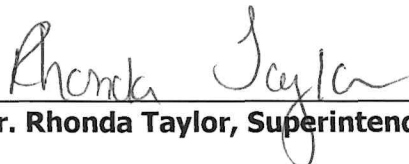
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member

RESOLUTION # 2023-18

RESOLUTION #2023-18, "RESOLUTION OF THE GOVERNING BOARD OF THE LAKESIDE UNION SCHOOL DISTRICT AUTHORIZING THE PURCHASE OF ASUS CHROMEBOOKS THROUGH TRAFERA, and THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) BID #01-149"

On the motion of Member _____, seconded by Member _____, the following resolution is adopted by the Governing Board of the Lakeside Union School District of San Diego County, California.

WHEREAS, the Governing Board (the "Board") of the LAKESIDE UNION SCHOOL DISTRICT (the "District") Using the National Cooperative Purchasing Alliance (NCPA) bid for the Asus Chromebook Flip is due to results from a finding that NCPA holds the best price on the purchase of Chromebooks for students;

WHEREAS, the governing board of a school district may under section 20118 of the California Public Contract Code, without advertising for bids, if the Board has determined it to be in the best interests of the District, authorize by contract, lease, requisition or purchase order, any public corporation or agency to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases;

WHEREAS, the governing board of a district is required to make a determination that a purchase through a public corporation or agency is in the best interests of the district to take advantage of this exception to the public bidding laws;

WHEREAS, the Districts Technology Department has determined the National Cooperative Purchasing Alliance (NCPA) bid for the Asus Chromebook is due to results from a finding that NCPA holds the best price on the purchase of Chromebooks for the staff;

WHEREAS, the Technology department needs to purchase Chromebook Flip CR1 Rugged Chromebooks;

NOW, THEREFORE, the governing board (the "Board") of the LAKESIDE UNION SCHOOL DISTRICT (the "District") hereby finds, determines, declares and resolves as follows:

Section 1. Determination re Recitals. All of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. Determination re Purchase Through Other Public Agency. The Board of the District hereby finds and determines that authorizing the purchase of Chromebooks through the National Cooperative Purchasing Alliance (NCPA) BID #0-149 Trafera Contract is in the best interest of the District.

Section 3. Authorization. The Board of the District hereby authorizes the acquisition of Asus Chromebook Flip CR1

Section 4. Effective Date. This resolution shall be effective as of the date of its adoption.

RESOLUTION # 2023-18

Page 2

PASSED AND ADOPTED by said Governing Board on April 20, 2023, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA) COUNTY OF SAN DIEGO)

I, _____, Secretary of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file, in office of said Board.

Secretary of the Governing Board



Bill to Lakeside Union Elementary School District Prospect No: 124823 12335 Woodside Ave. Lakeside CA 92040 USA	Ship to Lakeside Union Elementary School District 12335 Woodside Ave. Lakeside CA 92040 USA (619)390-2600	Quote Details Created: March 9, 2023 Expiration: April 8, 2023 Created by: Adri Juszczak adri.juszczak@trafera.com
Estimate No: E000092026		

Contract
National - NCPA - Ingram Micro
 NCPA (OMNIA) Contract #01-149 New

Products & Services

Items and Descriptions	Overview	Notes	Qty	Unit Price	Totals
CR1 FLIP 2IN1 CAM N5100 8G 32G SSD 11"	Asus Chromebook Flip CR1 Rugged Chromebook - 11.6" Touchscreen Convertible 2 in 1 - HD - 1366 x 768 - Intel Celeron N5100 Quad-core (4 Core) 1.10 GHz - 8 GB Total RAM - 32 GB Flash Memory - Front Camera + Rear Camera - Dark Gray - Chrome OS - Intel UHD Graphics - IEEE 802.11 a/g/n/ac/ax Wireless LAN Standard - 1 Year Warranty		1125	\$391.78	\$440,752.50
Google Chrome Management Perpetual EDU	Google Chrome Management Perpetual EDU License		1125	\$31.00	\$34,875.00
TRAILS Digital Lesson Library	700+ powerful online resources for educators. TRAILS includes three resources: TRAIL Guides - Thematic units aligned to NGSS Standards TRAIL Mix - Stand alone lessons perfectly suited for face-to-face or virtual instruction Children's Literature - Featuring "Tom the Traferatops", a fun and shy dinosaur who loves to learn with technology TRAILS is FREE to Trafera customers.		1	\$0.00	\$0.00
CA LCD Recycling Fee - Less than 15"	CA LCD Recycling Fee - Less than 15"		1125	\$4.00	\$4,500.00
Subtotal					\$480,127.50
Tax					\$34,158.32
Total					\$514,285.82

Terms and Conditions

This quote is confidential and is to be viewed solely by individuals within the organization to whom it is addressed. Unauthorized distribution or disclosure of the contents of this quote is prohibited. If you are not from the organization addressed, please notify us immediately so we can prepare a quote specific to you. Prices and availability may change without notice prior to the quote expiration date.

Questions? Contact me

Adri Juszczak

adri.juszczak@trafera.com



Trafera

2550 University Ave W, Suite 315 - S

St. Paul MN 55114

United States



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, December 1st, 2022

Trafera, LLC
ATTN: Jim Mattson
2550 University Ave W. Suite 315-S
St. Paul, MN 55114

Dear Jim:

Region XIV Education Service Center is happy to announce that Trafera, LLC has been awarded an annual contract for Technology Solutions, Products and Services on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2025. The contract can then be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and Trafera, LLC.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shane Fields'.

Shane Fields
Region XIV, Executive Director

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: April 20, 2023

Agenda Item:

ASES Grant Contract

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

After School Education and Safety Program (ASES) contract for fiscal Year 2022-23 (Grant ID37-23939-1037-EZ)

Fiscal Impact (Cost):

N/A

Funding Source:

N/A


Recommended Action:

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

Originating Department/School: ESS/ASES Grant Programs

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Jerred Murphy, Manager-ESS



Lisa Davis, Assistant Superintendent



Reviewed by Cabinet Member: _____

MEMORANDUM OF AGREEMENT

This Agreement for the After School Education and Safety (ASES) program is entered into and effective as of the 1st day of July 2022 by and between the **San Diego County Superintendent of Schools** (hereinafter referred to as “SDCOE”) and **Lakeside Union Elementary** (hereinafter referred to as “District”) who agrees to contract for and provide the ASES Program services as specified in the grant. The District further agrees to follow all fiscal reporting and auditing standards required of the ASES Program, in accordance with the provisions of the [California Education Code \(EC\) Sections 8482-8484.65](#) and Assurance 5 of [ASES Grant Award Assurances](#). Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the SDCOE to the District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the SDCOE due to the District’s failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the SDCOE within 30 days of submission of such invoice(s).

1. SCOPE OF SERVICES: GENERAL CONDITIONS

A. DISTRICT ASSURANCES

In accordance with the provisions of the [California Education Code \(EC\) Sections 8482-8484.65](#), the purpose of the ASES program is to create incentives for establishing locally driven before and after school enrichment programs both during school days and summer, intersession, or vacation days that partner public schools and communities to provide academic and literacy support and safe, constructive alternatives for youth. It is the intent of the Legislature that all youth participating in elementary, middle or junior high school ASES programs participate in the full day of the program every day. [EC 8483(a)(2)]

In accordance with [California Education Code \(EC\) Sections 8482-8484.65](#), the District agrees to implement the following:

ASES Priority Enrollment

1. Priority for enrollment of students in a before or after school program, in accordance with Assurance 22 of [ASES Grant Award Assurances](#), must be prioritized in the following order:
 - A. Homeless Youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a) and EC Sections 8483(c)(1)(A); 8483.1(d)(1)(A). Homelessness is defined as one or more of the following situations:
 - a. Emergency or transitional shelter
 - b. Hotel or Motel
 - c. Unsheltered (i.e., cars, parks, garage, campgrounds)
 - d. Temporarily with another person or relatives due to economic hardship or loss of housing (i.e., eviction, inability to pay the rent, destruction of home, illness, loss of employment, etc.)

- e. Unaccompanied youth not living with parent or guardian
 - f. Substandard housing (i.e., no water or electricity; health or safety risks)
 - B. Foster Youth, as designated through a juvenile dependency court petition [EC Sections 8483(c)(1)(A); 8483.1(d)(1)(A)]
 - C. Youth Eligible for Free or Reduced-Priced Meals, as defined yearly in the CDE Student Poverty FPM Data report [EC Sections 8483(c)(1)(A); 8483.1(d)(1)(A)]
 - D. Middle and junior high school students participating in the full day of the program every day [EC Section 8483(c)(B)]
2. A program shall inform the parent or caregiver of a pupil of the rights of homeless children, foster children, and children eligible for free or reduced-price meals to receive priority enrollment and how to request priority enrollment. [EC Sections 8483(d); 8483.1(e)]

ASES Program Operation and Attendance Requirements:

After School

1. The After School program will begin operation immediately upon the conclusion of the regular school day and operate a minimum of 15 hours per week (minimum of three hours per day) and at least until 6:00 p.m. on every regular school day. [EC Section 8483(a)(1)(A)(i); Assurances 16, 17, 18 of [ASES Grant Award Assurances](#)]
2. The After School program will establish a reasonable early daily release of students from the program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the date range, early release time, and reason for the early release for their student. Programs operating in a community where the early release policy does not meet the unique needs of that community or school, or both, can provide documentation of an alternative plan and request approval from the SDCOE. [EC Section 8483(a)(1)(B); Assurance 19 of [ASES Grant Award Assurances](#)]
3. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the early release policy. [EC Section 8483(a)(2); Assurance 20 of [ASES Grant Award Assurances](#)]
4. To develop an age-appropriate program, for middle or junior high school students, a flexible attendance schedule may be implemented. [EC Section 8483(a)(3); Assurance 21 of [ASES Grant Award Assurances](#)]

Before School Program

1. The Before School program will operate at least one and one half hours (1 1/2) per regular schoolday. [EC Section 8483.1(a)(1)]
2. The Before School program will establish a reasonable late arrival policy and procedure for students arriving late to the Before School program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the date range, late arrival time, and reason for the late arrival for their student. [EC Section 8483.1(a)(1)]

3. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the late arrival policy. [EC Section 8483.1(a)(2)(A)]
4. A student who attends less than one-half of the daily program hours cannot be counted for attendance purposes. [EC Section 8483.1(a)(2)(B)]
5. To develop an age-appropriate program, for middle or junior high school students, a flexible schedule may be implemented. [EC Section 8483.1(a)(3)]

Before and After School Supplemental Program

1. During summer, intersession, or vacation periods, supplemental programs must operate a minimum of four and one-half (4 ½) hours per day. [EC Section 8483.2]

Attendance Requirement

The goal for each District ASES program site is to meet 100% of the daily attendance goals (ADA) based on the grant amount awarded. To ensure that subsequent ASES grant awards will not be adjusted due to insufficient program attendance and performance, District must enforce the grant rules in compliance with California *Education Code* 8483.7(a)(1)(A) which states that “each school that establishes a program pursuant to this article is eligible to receive a three-year after school grant, that shall be awarded in three one-year increments and is subject to semiannual attendance reporting and requirements as described in *EC* Section 8482.3 once every three years.”

CDE is authorized, under *EC* Section 8483.7 to conduct a review of the program and make grant funding adjustments should ASES program sites fail to maintain specific attendance levels. Specifically,

1. Any ASES program that falls below target attendance levels by more than 15 percent in each of two consecutive years may be adjusted. [EC Section 8483.7(a)(1)(C)(ii)]
2. Any ASES program that falls below 75% of target attendance levels in any year of the grant may be adjusted. [EC Section 8483.7(a)(1)(D)(ii)]

As per California *EC* Section 8483.7(a)(1)(B), the California Department of Education (CDE) provides technical support through the System of Support for Expanded Learning (SSEL) to programs experiencing student attendance below minimum requirements.

General Program Requirements:

The intent of the Legislature as enacted is to provide programming that focuses on “developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences”. [EC Section 8482.1(a)] To ensure the District develops ASES programming consistent with this intent, the following requirements are in place for FY 2022-2023:

1. The District shall identify a qualified District Contact to be the direct liaison between the ASES program and the SDCOE, attending all monthly San Diego Expanded Learning Consortium meetings. For purposes of this document, the term “qualified” describes the District Contact’s ability to have access to paths of communication with District Administration to enable the success of their duties and to ensure quality programs that comply with California *EC* Sections 8482-8484.65 and Assurance 4 of [ASES Grant Award Assurances](#). In this regard, the role of the District Contact includes:
 - a. General program oversight
 - b. Programmatic development
 - c. Compliance responsibility
 - d. Reporting responsibility
2. The District shall provide a detailed Program Plan for their overall vision of the ASES Program. The ASES Program Plan shall be a fluid document capturing the changes in programming throughout FY 2022-23 and updated as necessary to provide an accurate reflection of programming. Initial District Program Plan information must be uploaded to Cityspan no later than October 31, 2022.
3. The District shall work with program sites to develop an individualized scope and sequence and schedule that aligns with the overall District vision.
4. The District shall ensure that each ASES program shall consist of an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, computer training, or science. [*EC* Section 8482.3(c)(1)(A); Assurance 1 of [ASES Grant Award Assurances](#)]
5. The District shall ensure that each ASES program shall consist of an educational enrichment element that may include, but not limited to, fine arts, career technical education, recreation, physical fitness and prevention activities. Such activities should be determined based on students’ needs and interests. [*EC* Section 8482.3(c)(1)(B); Assurance 2 of [ASES Grant Award Assurances](#)]
6. The District shall ensure that their ASES programs are “planned through a collaborative process that includes parents, youth, and representatives of participating public schools, governmental agencies, such as city and County parks and recreation departments, local law enforcement, community organizations, and the private sector,” and that has demonstrated support of the school site principal and staff [*EC* Section 8482.5(b); Assurances 11 and 26 of [ASES Grant Award Assurances](#)]

Web-Based Attendance and Daily Attendance Accountability Requirements:

The District is required to maintain attendance documentation for the ASES program as follows:

1. The District’s ASES program must follow the SDCOE attendance collection process to include entering complete student enrollment information, including the State Student Identifier (SSID) number.

2. In FY 22/23, Districts receiving ASES funds must implement the Cityspan Web-based Attendance Tracking System (www.youthservices.net/sandiego) for daily program attendance entry.
3. District shall fully utilize the “Automated Card Scanning” capability for the system. The Cityspan Web-Based Attendance Tracking System will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California EC Sections 8483(a)(1)(A)(i) and 8483(a)(1)(B) and the intent of the Early Release/Late Arrival policies for students in the ASES program.
4. The District shall use the web-based attendance system’s card scanning features to ensure that all students are counted for attendance purposes in compliance with EC Sections 8483(a)(1)(A)(i) and 8483(a)(1)(B).
5. District ensures that there is a process for monitoring site-level attendance procedures.
6. District will identify and ensure participation by key staff members in professional development provided by the SDCOE for implementation of attendance collection processes and procedures.
7. District will ensure that all staff members participating in attendance collection procedures receive training and utilize a unique username/password provided by the SDCOE.

Staffing Requirements

All ASES program sites are required to comply with the staffing requirements outlined in EC Section 8483.4 and Assurances 32, 33, and 34 of [ASES Grant Award Assurances](#). These include:

1. District must “establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.”
2. All ASES programs must maintain a pupil-to-staff member ratio of no more than 20 to 1. [Assurance 31 of [ASES Grant Award Assurances](#)]
3. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it will provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. Selection of program site supervisors shall be subject to the approval of the school principal.
5. District must certify that all personnel providing services to students are adequately screened including, but not limited to, health screening, including tuberculosis and COVID-19 screenings, fingerprint clearance, and any other screening to prevent the assignment of personnel who may pose a threat to the safety and welfare of students.
6. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District’s premises.

7. District must provide evidence during audit or FPM to verify that staff minimum qualifications are met. District acknowledges that, by agreeing to this Memorandum of Agreement, the District waives their right under *EC* Section 45274 and must provide evidence of minimum qualifications including, but not limited to, examination records and scores, and transcripts.
8. Staff must receive staff training and development. The program may provide three days of staff development during regular program hours using funds from the total grant award. [*EC* Sections 8483.3(c)(4) and 8483.7(a)(4); Assurances 24 and 36 of [ASES Grant Award Assurances](#)]

State-Mandated Data and Evaluation Requirements

All Districts must participate in the state Annual Outcomes Evaluation process and the SDCOE's CQGrowth process in accordance with *EC* Section 8484 and Assurances 6, 29, and 30 of [ASES Grant Award Assurances](#). Specifically,

1. District must participate in a statewide evaluation process as determined by the CDE and provide all required information, including state student identifiers.
2. District must respond to additional surveys or other methods of data collection that may be required throughout the duration of the program in a timely manner.
3. District must annually provide participating pupils' regular school day and program attendance and test results as required by CDE in a timely manner. [Assurance 7 of [ASES Grant Award Assurances](#)]
4. District must ensure the timely and accurate collection of data required to conduct the ASES program evaluations, including but not limited to, Annual Performance Reports.
5. District must participate in the SDCOE process for Continuous Quality Improvement to include solicitation of feedback, participation in survey requests, and regular attendance at District Contact meetings. For FY 2022-23, the Continuous Quality Improvement theme is communication and collaboration. [Assurance 42 of [ASES Grant Award Assurances](#)]
6. For FY 2022-23, the District will participate in the ASES CQI process to include:

Quarter 1-2

- Attend the Grant/Fiscal Orientation meeting, including a one-hour meeting on the Quality Standards for Expanded Learning hosted by the System of Support for Expanded Learning
- Complete the District Program Plan in Cityspan which follows the suggested CDE Program Plan template provided by the SDCOE
- Complete the CQGrowth Survey provided by the SDCOE to describe current level of familiarity with the CQI process

Quarter 3-4

- Based on results of the CQGrowth Survey, District will be asked to complete additional information related to program quality. This may include:

- o District communication map
- o District mission, vision, purpose
- o Distribution of Stakeholder Surveys (student, parent, administrator, teacher)
- o 22-23 District goals for program sites
- Hold a QAP Data Review Meeting prior to May 31, 2023 with program sites. The SDCOE will provide Districts with the QAP Data Review process which includes:
 - o Program site review of available data
 - o District communication of vision, mission, and purpose
 - o Outline of tasks that may include:
 - Development of site-level mission, vision, and purpose statement aligned to District’s mission, vision, and purpose
 - Development of site-level communication map
 - Upload documentation of QAP Data Review Meeting in Cityspan

Student Reimbursement Rate, Payment, and Program Expenditure Guidelines

1. District will distribute allocated funds to participating schools and ensure fiscal accountability in accordance with *EC* Sections 8482-8484.65. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of \$10.18 per student per day for PM (ASES) reimbursement and a rate of \$6.78 per student per day for AM (Before School) reimbursement.
2. District will allow participation of any student of a participating school regardless of their ability to pay, subject to program capacity. [*EC* Section 8482.6; Assurance 12 of [ASES Grant Award Assurances](#)]
3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, the District will be required to return the entire amount of funding in question to the SDCOE in accordance with *EC* Section 8483.8.
4. District will ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code.
5. Failure to comply with *EC* Sections 8483.7(a)(1)(B)(i) and 8483.7(a)(1)(C)(ii) may result in an adjustment of the ASES grant award during the current fiscal year or in subsequent years of the grant.

Federal Program Monitoring and Annual Program Audit Guidelines.

1. District assumes all fiscal accountability and oversight for program sites and district expenses and will follow all fiscal and auditing standards required by *EC* Sections 8482.3(f)(5); 8484.8(b)(3)(4); Assurance 28 of [ASES Grant Award Assurances](#).
2. District will provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant

Requirements per *EC* Sections 8482-8484.65 and the 2022-23 Guide for Annual Audits of California K-12 Local Education Agencies and State Compliance Reporting

3. District will participate in Federal Program Monitoring (FPM) training as conducted by the SDCOE.

Budget Restrictions

1. No more than 15% of grant funding may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate). [*EC* Sections 8483.9(b) and 8483.9(a)(2); Assurances 39 and 40 of [ASES Grant Award Assurances](#)]
2. Each grantee must expend at least 85% of grant funding directly for pupils. Cost of a program site supervisor may be included as direct services, provided that at least 85% of the site supervisor's time is spent at the program site. [*EC* Section 8483.9(c); Assurance 41 of [ASES Grant Award Assurances](#)]
3. Identify and secure Matching Funds/In-Kind Contributions for the ASES program. District is required to submit the 33% Match/In-Kind via the Cityspan Web-based Attendance and Fiscal Management System by October 31, 2022. No more than 25% of the required local contribution can be facilities or space usage. State categorical funds cannot be used to meet this match requirement [*EC* Sections 8483.7(a)(6) and 8433.75(a)(4); Assurances 37 and 38 of [ASES Grant Award Assurances](#)]
4. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service. State categorical funds for remedial education activities cannot be used for local match. [*EC* Sections 8483.7(7)(B)(b) and 8483.75(5)(B)(b); Assurance 35 of [ASES Grant Award Assurances](#)]
5. The District maintains an inventory record for each piece of equipment, with a total acquisition cost of \$500 or more per unit that is purchased with state and/or federal funds. Also, the District must conduct a physical check of the inventory of equipment, at least, every two years and reconcile with inventory records (34 CFR 80.32(d)(2)). District will also be required to report all Inventory Items via the Cityspan Web-based Attendance and Fiscal Management System by October 31, 2022. [*EC* Section 35168]
6. The record describes the acquisition by:
 - a. Type
 - b. Model
 - c. Serial number
 - d. Funding source
 - e. Acquisition date
 - f. Cost
 - g. Location
 - h. Current condition
 - i. Transfer, replacement, or disposition of obsolete or unusable equipment [*EC* Section 35168; 5 CCR 3946; 34 CFR 80.32(d) (I)]

7. District must follow all fiscal and auditing standards required. [EC Sections 8482.3(f)(5); 8484.8(b)(3); 8484.8(b)(4)] District can be required to provide copies of the following documents to SDCOE:
 - Before and after school ASES Program (EXLP) contracts – for ASES subcontracts to provider agencies that operate Before and/or after school ASES Programs.
 - EXLP duty statements and/or job descriptions that are related to the cost that are associated with operating the EXLP.
 - EXLP line item budgets.
 - EXLP time accounting, including time accounting methods.
8. The District will be required to submit the 2022-23 85/15 report via the [Cityspan Web-Based Attendance and Fiscal Management System](#) no later than October 31, 2023. NOTE: For Program Sites utilizing subcontracted providers, District is responsible and has direct oversight of subcontractor expenses to ensure compliance with 85/15 requirements. SDCOE shall provide a subcontracted services 85/15 template to be completed by subcontracted providers and incorporated by the District into site-level and District 85/15 reports.
9. District will need prior approval from SDCOE to make a capital expenditure purchase with ASES grant funds of \$5,000 (tax included) or more. Replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment, or other capital assets are allowable as a direct cost when approved by the awarding agency. The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations (CFR)*, Part 200.439 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

Additional ASES Program Operation Requirements

1. Any ASES family fees must be in alignment with EC Section 8482.6 and [ASES Grant Award Assurance 13](#).
2. Provide an afterschool snack/meal or before school meal that conforms to nutrition standards as established by the U.S. Department of Agriculture. It is the intent of the Legislature that ASES programs seek to qualify program sites as approved distribution sites for federally funded after school snacks or meals rather than using core operating funds. [EC Sections 8483.1(c); 8483.3(c)(8); 8483.95; Assurance 3 of [ASES Grant Award Assurances](#)]
3. Provide a safe physical and emotional environment, opportunities for relationship building, and promote active student engagement. [Assurance 23 of [ASES Grant Award Assurances](#)]
4. Provide opportunities for physical activity. [EC Section 8483.3(c)(7); Assurance 27 of [ASES Grant Award Assurances](#)]

5. If the site is not located on a school campus, it must align the educational and literacy component of the program with the regular school program. Offsite programs will not be approved unless safe transportation is provided by the District or designee. [EC Section 8484.6; Assurances 14 and 15 of [ASES Grant Award Assurances](#)]
6. Programs may be conducted on the grounds of a community park, recreational facility, or other site approved by the California Department of Education upon approval [EC Section 8484.6(a); Assurance 43 of [ASES Grant Award Assurances](#)]
7. Provide notices, reports, statements, and records sent to parents in any primary language other than English if more than 15 percent speak a single primary language other than English. [EC Section 48985(a); Assurance 45 of [ASES Grant Award Assurances](#)]
8. Communicate and collaborate with the regular school day program and other expanded learning opportunities. [Assurance 25 of [ASES Grant Award Assurances](#)]
9. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
10. Notify the SDCOE in the event the District intends to close or relocate an ASES program school site, either temporarily or permanently.
11. Host scheduled technical assistance site visits conducted by staff from the SDCOE and the Children's Initiative.
12. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.

As the official Grantee of Record, the SDCOE will provide the following:

1. In coordination with District, inform statewide ASES efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and Afterschool ASES Programs.
2. In coordination with District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations, and the private sector in ASES issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the District, school sites, and the California Department of Education regarding the ASES programs.
4. Maintain files of MOAs and invoices submitted by implementing districts.
5. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations, and payment transmittals.
6. Verify all ASES funding levels and allocations based on official records provided by CDE.
7. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
8. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.

9. Using information provided by CDE, prepare quarterly, semi-annual, and annual progress reports and submit to CDE by the required deadlines. [Assurance 8 of [ASES Grant Award Assurances](#)]
10. Provide funding notification and payment distribution to Districts in a timely manner.
11. Ensure that SDCOE program goals, as described in the Program Plan submitted as part of the ASES grant application, are met efficiently and effectively through annual review of program goals through CQGrowth processes at the SDCOE, District, and site-level. Documentation of review shall be monitored by the California Department of Education as part of its onsite monitoring process [Assurance 9 and 10 of [ASES Grant Award Assurances](#)]
12. Ensure that information on fiscal requirements is shared with all partners expediently.
13. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
14. Convene, in coordination with the District, meetings of ASES stakeholders, as necessary.
15. Coordinate any publicity, press releases or media coverage of programs with District prior to release and distribution.
16. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the SDCOE's ASES funded before and after school programs.
17. Provide training and technical assistance to District in San Diego County in excess of those provided through the System of Support for Expanded Learning and the Children's Initiative. [Assurance 24 of [ASES Grant Award Assurances](#)]
18. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members and participating districts.
19. Ensure consortium-wide program evaluation and the preparation of California Department of Education required evaluation reports.
20. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products, and support.
21. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting ASES programs.
22. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education, and document upload to the CDE Compliance Monitoring Tool (CMT).

B. TERMS AND CONDITIONS OF GRANT AWARD

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program.
2. District will make reports to the SDCOE as necessary to enable the SDCOE to perform its duties and will maintain such records and provide access to those records as the SDCOE deems necessary. The District shall maintain such records for at least five (5) years after the completion of the activities for which the funds are used.

3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. This grant shall be administered in accordance with the provisions of *EC* Sections 8482-8484.65. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the state of California.
5. The grantee shall use these funds in accordance with the approved application.
6. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the SDCOE shall reduce any subsequent allocations by the amount equal to the overpayment [*EC* Section 8483.8]
7. If an ASES program site stops program operations, the SDCOE will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
8. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT BY JANUARY 15, 2024 MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.**
9. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT BY FEBRUARY 15, 2024 WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE ADJUSTMENT OF ANY SUBSEQUENT YEARS' GRANT (S).**
10. District shall comply with the General Conditions and District Assurances specified in this MOA.
11. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
12. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

CDE GRANT NO. 37-24239-10371-EZ FY 22/23: PCA: 24239
VENDOR NO. 10371: SUFFIX NO. EZ

2. TERM OF AGREEMENT

According to the terms of the ASES Program (ASES) grant, this Agreement shall be effective from the period commencing July 1, 2022, and ending December 31, 2023, unless sooner terminated by the SDCOE as provided in the section of this Agreement entitled

“Termination.” Upon expiration or termination of this Agreement, the District shall return to the SDCOE any and all equipment, documents or materials and all copies made thereof which the District received from the SDCOE or produced for the SDCOE for the purposes of this Agreement.

3. TERMINATION

FOR CONVENIENCE

1. The SDCOE may, by written notice to District, terminate this agreement in whole or in part at any time, for the SDCOE’s convenience. Upon receipt of such notice, District shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to the SDCOE all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is for the convenience of the SDCOE, District shall submit a final expenditure report within 60 days of termination and upon approval by the SDCOE, the SDCOE shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.
3. District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to District in accordance with this section shall constitute the District’s exclusive remedy for any termination hereunder. The rights and remedies of the SDCOE provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

FOR DEFAULT

1. The SDCOE may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations. Upon receipt of such notice, District shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to the SDCOE all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is due to the failure of District to fulfill its contractual obligations, the

SDCOE may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the SDCOE for any reasonable costs or damages occasioned to the SDCOE thereby.

4. COMPENSATION AND REIMBURSEMENT

The After School Education and Safety Programs (ASES) are considered direct grants and CDE shall pay grantees (SDCOE) according to the following schedule authorized in *EC* Section 8482.4:

“The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met.”

The SDCOE will retain 2% of grant funds for Countywide program coordination, technical assistance, and program support, as agreed herein and this should not be reported in the district expenditure report.

Program funds will be dispersed to District based on the reimbursement schedule cited above in *EC* Section 8482.4. The District’s annual ASES allocation(s) **shall not exceed \$681,065.00**.

District will ONLY report expenditures up to \$667,443.70 (98% less 2% SDCOE Administrative fee of \$13,621.30) and will receive up to a total of \$667,443.70 if the district expends all their grant allocation and is in compliance with all grant requirements.

GRANT AMOUNTS MAY BE ADJUSTED by the CDE at any time for the following reasons:

- Non-operation of program
- Non-operation of a funded grant component
- District’s inability to expend the total grant award by the December 31, 2023 final expenditure deadline
- Audit Findings or Program Compliance issues

NOTE: A reduction of grant award or repayment of expended ASES funding due to any of the conditions listed above WILL BE PAID BY DISTRICT.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

5. CONFIDENTIAL RELATIONSHIP

SDCOE may from time to time communicate to District certain information to enable District to effectively perform the services. District shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. District shall limit the use and circulation of such information, even within its own

organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of District, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of District without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to District by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

6. PUBLIC RECORDS ACT

District acknowledges that the 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 the District may submit information that the District considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). District acknowledges that the SDCOE may submit to the District 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 the SDCOE shall be the property of the SDCOE and shall be delivered to the SDCOE by the District upon demand.

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

8. FUND AVAILABILITY

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of the District. In the event the funds are not available by operation of law or budget determination, the 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 the District pursuant to this Agreement will cease to be retained by the District at the conclusion of this Agreement and will, in fact, be removed from the District's records.

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

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

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

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

The District 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 the 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

District agrees to maintain and preserve until five (5) 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 DISTRICT

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

13. INSURANCE REQUIREMENTS

District must ensure that it shall maintain Public Liability and Property Damage Insurance to protect them and the 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	<u>\$1,000,000</u>
Bodily Injury and	Amount
Comprehensive form - Property Damage	
Products/Completed	
Operations	
Auto Liability	<u>\$1,000,000/\$300,000</u>
Bodily Injury and	Amount
Comprehensive form - Property Damage	
Owned, Non-owned Hired Combined	

District 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.

14. WORKERS' COMPENSATION

District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file with the 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.”

15. TUBERCULOSIS CLEARANCE

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

16. PUPIL SAFETY / SCHOOL SAFETY ACT

The SDCOE Program Manager/Director has determined that the District will have greater than limited contact (including electronic contact) with pupils and the District shall require their employees, including the employees of any District school site, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per *Education Code* Section 45125.1.

17. INDEMNIFICATION

To the fullest extent allowable by law, District 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 District, that arise out of, pertain to, or relate to the District's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. District agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such District's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. District'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 District's expense, subject to District's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for District or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

18. TOBACCO-FREE FACILITY

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

19. NOTICES

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

SDCOE: Brittany Mabe, Director
Expanded Learning & Community Engagement
6401 Linda Vista Road
San Diego, CA 92111

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

DISTRICT: Lakeside Union Elementary
ATTN: Jerred Murphy
12335 Woodside Ave
Lakeside, CA 92040

20. AMENDMENT

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

21. GOVERNING LAW/VENUE

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

22. MEDIATION

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each

party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

23. COMPLIANCE WITH LAW

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

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

24. DEBARMENT, SUSPENSION OR INELIGIBILITY CLAUSE

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

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

25. AUTHORIZATION TO PERFORM SERVICES

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

26. 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.

27. 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.

28. 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.

By signing this Memorandum of Agreement below, I certify that I have the authority to sign on behalf of the **Lakeside Union Elementary**. I also certify that I have read this Memorandum of Agreement in its entirety, including all California Education Code citations and ASES Grant Award Assurances, as provided.

Initial: 

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
ELEMENTARY**

By (Authorized Signature)


By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Lisa Davis
Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Assistant Superintendent, Business
Title

Date

3/7/2023
Date

EXHIBIT A

COVID-19 Vaccination & Testing Requirements

The San Diego SDCOE 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, SDCOE 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 SDCOE 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 A shall prevail.

EXHIBIT B
Funding Status Per School



San Diego County Office of Education

2022-2023

Grant Number	District Name	CDSCode	School Name	School Type	Component	Amount Awarded
37-24239-10371-EZ	Lakeside Union Elementary	37681896038350	Lakeside Middle	M	After School Base	\$182,664.52
37-24239-10371-EZ	Lakeside Union Elementary	37681896038350	Lakeside Middle	M	After School Supplemental	\$10,988.08
37-24239-10371-EZ	Lakeside Union Elementary	37681896110092	Lemon Crest Elementary	E	After School Base	\$152,612.13
37-24239-10371-EZ	Lakeside Union Elementary	37681896110092	Lemon Crest Elementary	E	Before School Base	\$50,870.71
37-24239-10371-EZ	Lakeside Union Elementary	37681896038376	Lindo Park Elementary	E	After School Base	\$152,612.13
37-24239-10371-EZ	Lakeside Union Elementary	37681896038376	Lindo Park Elementary	E	Before School Base	\$50,870.71
37-24239-10371-EZ	Lakeside Union Elementary	37681896085047	Tierra del Sol Middle	M	After School Base	\$69,458.64
37-24239-10371-EZ	Lakeside Union Elementary	37681896085047	Tierra del Sol Middle	M	After School Supplemental	\$10,988.08
					TOTAL GRANT AMOUNT	\$681,065.00
					GRANT AMOUNT, LESS 2%	\$667,443.70

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: April 20, 2023

Agenda Item:

K12 Strong Workforce Program Participation Agreement Career Technical Education (CTE)

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

The goal of Strong Workforce Program K12 grant funds is to support K–12 local education agencies (LEAs) in creating, improving, and expanding career technical education (CTE) courses, course sequences, programs of study, and pathways for students transitioning from secondary education to postsecondary education to living-wage employment.

LUSD applied for the Strong Workforce Program K12 Grant in collaboration with SDCOE and we were awarded \$194,038.00. These funds will be spent on the following activities over the next two school years:

- Major improvements to our Engineering pathway student materials - ensuring our students are using the most up to date technology
- Professional development for our teachers in up to date engineering instruction
- Off campus experiences for students
- Career education experiences for our middle school students

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

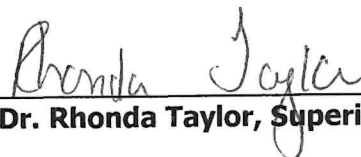
Originating Department/School: Educational Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

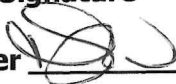


Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member:



**K12 STRONG WORKFORCE PROGRAM PARTICIPATION AGREEMENT
CAREER TECHNICAL EDUCATION (CTE)**

THIS AGREEMENT is entered into this 1st day of January 2023, by and between the San Diego County SDCOE of Schools, hereinafter called the SDCOE and the Lakeside Union School District, hereinafter called the DISTRICT, for a term from January 1, 2023, to June 30, 2025.

RECITALS

WHEREAS, Grossmont-Cuyamaca Community College District has received funding from the California Community Colleges Chancellor's Office (hereinafter referred to as Chancellor's Office) relating to the K12 Strong Workforce Program (hereinafter referred to as "K12 SWP") and has designated the Foundation for Grossmont and Cuyamaca Colleges as the FISCAL AGENT for the K12 Strong Workforce Program for the San Diego-Imperial Counties Regional Consortium (hereinafter referred to as "REGIONAL CONSORTIUM") and is responsible for contracting and distributing funds to each grantee within the region, following certification by the region's K12 Selection Committee.

WHEREAS, FISCAL AGENT is authorized to receive funding from the Chancellor's Office in partnership with the California Department of Education (CDE) and as appropriated under Education Code §88827, for the K12 SWP to create, support, or expand high-quality career technical education (hereinafter referred to as "CTE") programs at the K12 level that are aligned with the workforce development efforts occurring through the Strong Workforce Program.

WHEREAS, SDCOE was awarded 2022-2023 Round 5 K12 SWP funding from the FISCAL AGENT for their Advancing Middle School Career Pathways K12 SWP Program (hereinafter referred to as "MS CONSORTIUM APPLICATION") and wishes to contract with the DISTRICT as a sub-grantee in the MS CONSORTIUM APPLICATION, for the delivery of certain CTE activities.

WHEREAS, DISTRICT is entering into this agreement to set the terms and conditions for their agency's award from the SDCOE MS CONSORTIUM APPLICATION, and to be accountable for all deliverables identified in the DISTRICT's portion of the MS CONSORTIUM APPLICATION titled and found in Exhibit A: Application, WORK PLAN.

NOW THEREFORE, in consideration of these mutual promises, the parties agree as follows:

1. The DISTRICT shall:

- A. Administer, supervise, and conduct CTE courses and/or career awareness/career exploration, and work preparedness skills to every student provided services through use of these funds, as indicated in Exhibit A DISTRICT K12 SWP WORK PLAN.
- B. Provide properly credentialed and/or qualified employees with payment for services to be based on DISTRICT's established salary and benefit schedule.
- C. Provide instruction to every student as per CTE and/or career pathway related course of study.
- D. Provide general safety instruction and instruction in the safe operation of equipment and safe handling of supplies and hazardous materials to every CTE student.

- E. Provide assurance that all students and DISTRICT personnel using equipment purchased with CTE funds will be subject to the terms of, and expected to comply with, the DISTRICT's approved Acceptable Use Policy/Agreement related to the use of technology.
- F. Provide liability insurance or self-insurance coverage for all courses and/or services including all equipment and vehicles owned by the SDCOE which are used by the DISTRICT in maintaining CTE courses and services.
- G. Provide to the SDCOE certificates of insurance and/or self-insurance covering liability and workers' compensation upon request.

NOTE:

As applicable, the DISTRICT is responsible for workers' compensation and liability coverage for their employees and CTE students while students are performing off-campus non-paid work experience while enrolled in a CTE course. Such coverage should extend to activities occurring on school DISTRICT premises or activities under the school DISTRICT employees' direct control or supervision.

- H. Comply with the provisions of Title VI of the Civil Rights Act of 1964 which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity hereunder.
- I. Comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act which provides that no otherwise qualified disabled individual in the United States shall, solely by reason of the disability, be excluded from participation in, be denied the benefit of, denied access to, or be subjected to discrimination for any programs, activity receiving federal financial assistance.
- J. Provide assurance that facilities provided hereunder are accessible by disabled persons or provide access to a similar alternative program.

2. AWARD AMOUNT.

The total amount for this Agreement is One Hundred and Ninety-Four Thousand and Thirty-Eight Dollars (\$194,038), and payment to DISTRICT shall be made in accordance with the terms and conditions of this Agreement and as determined by the amount approved by the region's K12 SWP Selection Committee.

DISTRICT certifies to the SDCOE that grant funds received and the matching funds contributed shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

3. PERIOD OF PERFORMANCE.

The period of performance for this Agreement shall commence on January 1, 2023, and shall expire on June 30, 2025, unless terminated earlier in accordance with the termination/cancellation provisions of this Agreement.

4. MODIFICATIONS.

DISTRICT may request modifications to the work to be performed. All such requests must be submitted in writing to the SDCOE prior to the modification being made. The REGIONAL CONSORTIUM may require that a Grant Amendment be processed, if the SDCOE determines that a change would materially affect the project outcomes, or the terms of this Agreement and the terms included in the K12 SWP Round 5 Request for Application (RFA).

DISTRICT may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the SDCOE so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. DISTRICT may add or delete budget categories subject to the prior approval of the SDCOE and REGIONAL CONSORTIUM.

Amendments are required for budget changes when there are changes in the total dollar amount of the Agreement and/or the outcome of the Agreement is materially affected. The process for requesting and approving amendments are determined by the REGIONAL CONSORTIUM. Budget changes or amendments are subject to applicable program limitations and require approval of the REGIONAL CONSORTIUM. No extensions to the performance period will be granted.

The REGIONAL CONSORTIUM process for requesting and approving changes to grant budget categories and/or amounts as well as grant amendments must be submitted in writing to the SDCOE. DISTRICT is required to fully expend the award by the end of the performance period. If DISTRICT projects that they will be unable to do so, they should contact the SDCOE and arrange to have the award reduced to a level which the DISTRICT is confident can be fully spent within the performance period. If SDCOE has reason to question whether DISTRICT can fully expend the award within the performance period, it may request that DISTRICT provide evidence that it will be able to do so.

5. INVOICING AND PAYMENT.

An advance payment of 70% of the total award amount of this Agreement will be paid, upon receipt of an invoice, after the Agreement is fully executed.

DISTRICT may request payment for reimbursable expenditures for the remaining 30% of the total amount of this Agreement when expenditures exceed the 70% advance payment at the time that progress/quarterly reports are submitted. Payment(s) will be made, upon receipt of an invoice, supporting financial documents, and after review and approval of the progress/quarterly reports.

DISTRICT is obligated to provide proportional dollar match according to the terms set forth in the K12 SWP Round 5 RFA, and as indicated in the DISTRICTS budget (Exhibit B: Budget and Match). Documentation of required match will be provided to the SDCOE on the year-to-date expenditure and progress reporting schedule as set forth in the K12 SWP Round 5 RFA.

6. REPORTING.

K12 SWP funding is project based with project submissions and reporting expenditures and matching funds to SDCOE. The DISTRICT agrees to adhere to the fiscal reporting frequency as identified in the K12 SWP Round 5 RFA. DISTRICT will be provided 30 days notice of report due dates and any changes to the reporting schedule. Periodic fiscal and narrative progress reports of project progress may be requested by the SDCOE and/or Fiscal Agent at any time.

DISTRICT shall prepare and submit outcomes data as required by the legislation §88828 (d) (8). As per the legislation, failure to provide this data may result in termination of the grant.

7. SUBGRANTING AND SUBCONTRACTING.

The DISTRICT is to be fully responsible to the SDCOE for the acts and omissions of its subgrantees, subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the DISTRICT. DISTRICT's obligation to pay its subgrantees and subcontractors is independent from the obligation of the SDCOE to make payment to the DISTRICT.

As a result, the SDCOE shall have no obligation to pay or enforce the payment of any moneys to a subgrantee or subcontractor.

The DISTRICT shall immediately notify the SDCOE to obtain all approvals for changes or additions to subgrantees not specifically named in Exhibit A: Application, WORK PLAN.

8. RECORDS AND AUDITS.

- A. Parties must maintain records regarding use of program funds, and progress made towards objectives and/or performance under the applicable K12 SWP Application (Exhibit A: Application, WORK PLAN).

- B. Parties agree that the SDCOE, Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. DISTRICT agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved unless a longer period of records retention is stipulated. DISTRICT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, DISTRICT agrees to include a similar right of the SDCOE, Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight, agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

9. INDEMNIFICATION.

To the fullest extent allowable by law, DISTRICT 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 DISTRICT, that arise out of, pertain to, or relate to DISTRICT's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. DISTRICT agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such DISTRICT's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. DISTRICT'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 DISTRICT's expense, subject to DISTRICT's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for DISTRICT or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

10. 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.

11. NOTICES/CONTACTS.

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

SDCOE: Margie de Ruyter, Coordinator, College & Career Readiness
6401 Linda Vista Rd

San Diego, CA 92111
858-298-2121
Margie.deruyter@sdcoe.net

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

DISTRICT: (Name, Title)
(Address)
(City, State, Zip)
(Phone)
(Email)

12. 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**

[DISTRICT]

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Title

Date

Date

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: April 20, 2023

Agenda Item:

Approval of the April contracts list for the fiscal year, 2022-23.

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

Approval is requested for the attached list of agreements with outside vendors for fiscal year, 2022-23.

Fiscal Impact (Cost):

See attached list.

Funding Source:

General Fund.

Addresses Emphasis Goal(s):

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

Recommended Action:

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

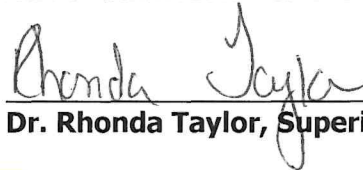
Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member

LUSD CONTRACTS 2022-23

Agency Name Multi-Year	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
New Mediscan II, LLC dba Cross Country Education	Special Education Teacher	I2023-041	SPED	3/20/2023	6/14/2023	Not To Exceed \$28,875
Grand Canyon University	Participants in Learning, Leading and Serving (PLLS) Program	I2023-042	Human Resources	n/a	n/a	No Cost
Student Support Services Solutions (S4)	Section 504 Virtual Interactive Workshop	L2023-003	Health Services	5/23/2023	5/23/2023	Not to Exceed \$2,500
Maxim	Non Public School	V2023-100	SPED	7/1/2022	6/30/2023	See Hourly Rate
Grossmont Union School District	Food Services Agreement for ESS/ESY Summer Programs	V2023-101	Child Nutrition	6/1/2023	8/31/2023	Breakfast, \$2.50, Lunch \$4.00 per student meal
School Innovations & Achievement Addendum	Communication Package	V2023-102	ED SERVICES	3/29/2023	6/30/2023	\$8,000.00
San Diego Supt. Of Schools	Addendum to Health Grant	G2022-01A	Pupil Services	3/1/2023	10/15/2023	Extension of Term
Southwest Construction Services	Removal and Reinstall of Bathroom Stalls at LV and LP	C2023-005	MAINT	3/16/2023	6/30/2023	\$38,959.00
Eastern San Diego Junior Fair	Rental of Fairgrounds for Commencements	V2023-103	MAINT	3/23/2023	6/30/2023	\$1,350.00
El Capitan Stadium Association	Rental of Stadium for Commencements	V2023-104	MAINT	6/9/2023	6/14/2023	\$75/day +\$250 deposit
The Whosovers	Assembly at TDS	I2023-043	TDS	5/4/2023	5/4/2023	No Cost

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: April 20, 2023

Agenda Item:

Approval of the Annual Contracts for school year 2023-24

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

Approval is requested for the attached list of agreements with outside vendors for fiscal year, 2023-24.

Fiscal Impact (Cost):

See attached list.

Funding Source:

General Fund.

Addresses Emphasis Goal(s):

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

Recommended Action:

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

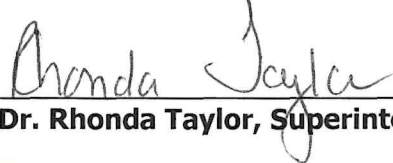
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LUSD CONTRACTS 2023-24

Agency Name	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
Annual Contracts 2023-24 Chemsearch FE	Water Treatment for Boiler	V2024-01	Child Nutrition	7/1/2023	6/30/2024	\$2,100.00
Heartland Solutions	Cloud Based Software to Support National School Lunch Program, My School Bucks	V2024-02	Child Nutrition	4/20/2023	5/20/2028	Approx. \$15,000
Frontline Education	Digital Schools Renewal	V2024-03	BUS SVCS	7/1/2023	6/30/2024	\$59,217.15
Seesaw	District Wide Three Year Agreement, Software	V2024-04	Ed Services	7/1/2023	6/30/2026	\$56,074.8 (3 YEARS)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: April 20, 2023

Agenda Item:

Review and acceptance of the 2021-22 Bond Annual Audit Report by Wilkinson Hadley King & Co. LLP

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

Education Code 41020.3 states the governing body of each local education agency shall review, at a public meeting, the annual audit of the local education agency for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor and any description of correction or plans to correct any exceptions or management letter issue. This review shall be placed on the agenda of the meeting pursuant to Section 35145.

The LUSD auditor, Wilkinson Hadley King & Co, issued an opinion that the financial statements present fairly in all material respects, the respective financial position of the governmental activities, each major fund and the aggregate remaining fund information of LUSD, as of June 30, 2022.

As required by law, the Citizens Bond Oversight Committee has reviewed the Bond Audit at it's 3/29/2023 meeting.

There were no findings in the 2021-22 bond audit report.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

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

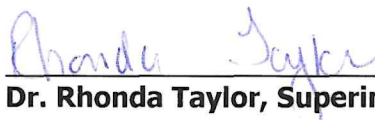
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

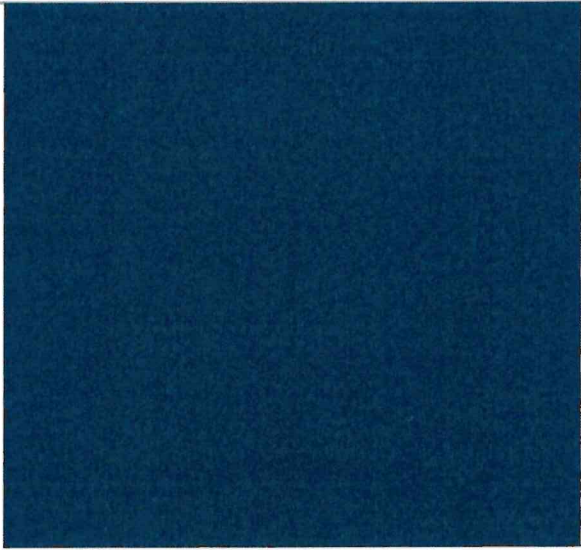


Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____



Lakeside Union
School District
Proposition V &
Measure L
Building Fund (21-39)

Financial Statements &
Supplementary Information

June 30, 2022



WILKINSON HADLEY
KING & CO. LLP
CPAs AND ADVISORS

Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)
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June 30, 2022

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**Lakeside Union School District
 Proposition V & Measure L Building Fund (21-39)
 Introduction & Citizens’ Oversight Committee Member Listing**

On November 4, 2008 the Lakeside Union School District was successful under Proposition V in obtaining authorization from the District voters to issue up to \$79,550,000 in General Obligation Bonds pursuant to a 55% vote in a bond election.

The Board of Trustees of the District found and determined that, due to State law limitations imposed on the issuance of bonds under Proposition V, the balance of funds pending issuance would not be able to be acquired; therefore, on November 4, 2014, Lakeside Union School District was successful under Measure L in obtaining re-authorization from the District voters to issue up to \$31,000,000 in General Obligation Bonds pursuant to a 55% vote in a bond election.

The General Obligation Bonds are considered Proposition 39 bonds. The passage of Proposition 39 in November, 2000 amended the California Constitution to include accountability measures. Specifically, the District must conduct an annual, independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent audit of the proceeds from the sale of the bonds until all of the proceeds have been expended.

Upon passage of Proposition 39, an accompanying piece of legislation, AB 1908 was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond measure pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Independent Citizens’ Oversight Committee, and authorization for injunctive relief against improper expenditure of bond revenues.

The Lakeside Union School District Proposition V and Measure L Independent Citizens’ Oversight Committee as of June 30, 2019 was comprised of the following members:

<u>Name</u>	<u>Position</u>	<u>Criteria</u>	<u>Term Expiration</u>
Kathy Kassel	Chair	Local Business Member	March 2023
Liz Huggins	Vice Chair	Senior Member	March 2023
Jennifer Lee Clancy	Member	Parent of enrolled student	February 2024
Frank Hilliker	Member	Member at large	March 2023
John Heredia	Member	Taxpayer Association Representative	February 2023
Britni Cobb	Member	Member at large	February 2024
Felicia Walton	Member	Parent/PTO Representative	February 2024

Independent Auditor's Report

**To the Citizens' Oversight Committee
Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)
Lakeside, California**

Opinion

We have audited the accompanying financial statements of the Lakeside Union School District's Measure L Building Fund (Fund 21-39), which comprise the balance sheet as of June 30, 2022, and the related statement of revenues, expenditures, and changes in fund balance for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and fund balance of the Bond Fund as of June 30, 2022, and the revenues it received and expenditures it paid for the year then ended, in accordance with the financial reporting provisions of Proposition 39 described in Note A.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Lakeside Union School District, including the Measure L Citizens' Oversight Committee, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter – Basis of Accounting

We draw attention to Note A of the financial statements, which describes the basis of accounting. The financial statements are prepared by the Lakeside Union School District using the modified accrual basis of accounting for the fund, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the financial reporting requirements under Proposition 39. Additionally, the financial statements present only the Bond Fund which is specific to Measure L and is not intended to present fairly the financial position and results of operations of the Lakeside Union School District as a whole. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions for fund accounting under the modified accrual basis of accounting, as described in Note A. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Bond Fund's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Bond Fund's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Bond Fund's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 15, 2022, on our consideration of the Bond Fund's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Bond Fund's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Bond Fund's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

In accordance with the requirements of Proposition 39, as incorporated in California Constitution Article 13A, we have also issued our performance audit report dated March 28, 2023, on our consideration of the Bond Fund's compliance with the requirements of Proposition 39 with regards to the Measure L Building Fund (Fund 21-39). That report is an integral part of our audit of the Measure L Building Fund (Fund 21-39) for the fiscal year ended June 30, 2022, and should be considered in assessing the results of our financial audit.

Other Information

Management is responsible for the other information included in the introductory section of this report. The other information comprises the introductory section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Restriction on Use

This report is intended solely for the information and use of management, the Citizens' Oversight Committee, the Board of Education, and others within the Lakeside Union School District, and is not intended to be and should not be used by anyone other than these specified parties.

El Cajon, California
March 28, 2023

LAKESIDE UNION SCHOOL DISTRICT
PROPOSITION V & MEASURE L BUILDING FUND (21-39)
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022
(Unaudited)

This section of Lakeside Union School District's (District) Proposition V & Measure L Building Fund annual financial and performance audit report presents management's discussion and analysis of the Bond Program during the year ending June 30, 2022. Readers should also review the financial statements and notes to the basic financial statements included in the audit report to enhance their understanding of the Proposition V & Measure L Bond Program's financial and program performance.

OVERVIEW OF THE FINANCIAL STATEMENTS

The discussion and analysis is intended to serve as an introduction to the District's Proposition V & Measure L Building Fund basic financial statements. The Fund's financial statements comprise three components: 1) management's discussion and analysis; 2) the Building Fund's financial statements; and 3) the performance audit required by law.

The District accounts for Proposition V & Measure L activity in the District's Building Fund (Fund 21-39). The Building Fund is a governmental fund type accounted for on a modified accrual basis of accounting that does not include fixed assets or long-term liabilities.

On November 4, 2008, the voters of the Lakeside Union School District community voted to approve Proposition V to authorize the District to issue up to \$79.5 million of general obligation bonds to finance certain specified capital projects and facilities. In 2009 and 2010, the District issued two series of these bonds, in the amount of 34.8 million to fund projects. All Proposition V funds were fully spent prior to the 2019-20 fiscal year.

In November 2014, the voters approved the reauthorization of \$31 million of general obligation bonds with the passage of Proposition V & Measure L. \$2.9 million of Proposition V & Measure L bonds were issued in 2015 (Series A) that provided for district technology purchases. In November 2018, the district issued \$15 million of Proposition V & Measure L, Series B bonds to complete facility projects. In August 2021, the district issued \$13 million of Proposition V & Measure L, Series C bonds to complete facility projects.

FINANCIAL HIGHLIGHTS

- The fund balance for Proposition V & Measure L Building Fund is \$4,980,265 as of June 30, 2022.
- The fund balance has decreased by \$171,754 as of June 30, 2022, as the District continues to expend bond proceeds to modernize, construct and improve its facilities.
- Revenues consisted of interest earnings only. Revenue totaled \$76,897 as of June 30, 2022 as compared to \$122,037 in June 2021.
- Expenditures as of June 30, 2022 totaled \$13,348,651 as compared to \$6,957,442 in June 2021.

BALANCE SHEET

The District's Proposition V & Measure L Building Fund balance as of June 30, 2022 was \$5,152,010 (See Table Below).

LAKESIDE UNION SCHOOL DISTRICT
 PROPOSITION V & MEASURE L
 GENERAL OBLIGATION BONDS
 June 30, 2022

	<u>Building Fund</u>		Total % Change
	2020-21	2021-22	
Cash	\$ 5,920,299	\$ 7,737,713	30.70%
Accounts Receivable	13,682	18,974	38.68%
Total Assets	<u>5,933,981</u>	<u>7,756,687</u>	30.72%
Accounts Payable	781,684	1,649,088	110.97%
Due to Other Funds	287	1,127,343	392702.44%
Total Liabilities	<u>781,971</u>	<u>2,776,431</u>	255.06%
Fund Balance	<u>5,152,010</u>	<u>4,980,256</u>	-3.33%
Total Liabilities and Fund Balance	<u><u>\$ 5,933,981</u></u>	<u><u>\$ 7,756,687</u></u>	<u>30.72%</u>

FUND BALANCE

The interest income reported represents funds earned on the cash held by the San Diego County Treasurer. The total expenditures of \$13,348,651 are only for Proposition V & Measure L voter authorized expenses (See Table Below).

LAKESIDE UNION SCHOOL DISTRICT
PROPOSITION V & MEASURE L
GENERAL OBLIGATION BONDS
June 30, 2022

	Building Fund		Total % Change
	2020-21	2021-22	
Revenues			
Interest	\$ 122,037	\$ 52,278	-57.16%
Fair Market Value Adj	-	24,619	100.00%
Total Revenues	<u>122,037</u>	<u>76,897</u>	<u>-36.99%</u>
Expenditures			
Classified Salaries	14,198	4,733	-66.66%
Taxes and Benefits	8,337	2,381	-71.44%
Professional Services	-	18,500	100.00%
Capital Outlay	6,934,907	13,323,037	92.12%
Total Expenditures	<u>6,957,442</u>	<u>13,348,651</u>	<u>91.86%</u>
Other Sources			
Bond Issuance	-	13,100,000	100.00%
Total Other Sources	<u>-</u>	<u>13,100,000</u>	<u>100.00%</u>
Net Change in Fund Balance			
	<u>(6,835,405)</u>	<u>(171,754)</u>	<u>-97.49%</u>
Fund Balance - Beginning	<u>11,987,415</u>	<u>5,152,010</u>	<u>-57.02%</u>
Fund Balance - Ending	<u>\$ 5,152,010</u>	<u>\$ 13,176,897</u>	<u>155.76%</u>

PROPOSITION V & MEASURE L BUILDING FUND PROJECTS - YEAR IN REVIEW

Bond proceeds are required to be expended to modernize, replace, renovate, construct, acquire, equip, furnish and otherwise improve the facilities of the Lakeside Union School District. The following expenditures were funded by the Bond Fund during the 2021-22 fiscal year:

Project Description	School Site	2021-22 Expenditures
Modernization Project	Tierra Del Sol Middle	\$ 1,915,339
Bond Management & Administrative Costs	District Wide	114,688
Improve Existing MPR	Lindo Park	3,464,772
Gym Modernization	Tierra Del Sol Middle	3,716,405
Modernization Project	Lakeside Farms	2,456,475
LF Parking Lot Upgrade	Lakeside Farms	11,124
Modernization & Energy Savings	District Wide	1,669,848
Total Bond Fund Expenditures		\$ 13,348,651

LONG TERM DEBT

At the end of the year, Lakeside Union School District had \$80,159,324 in long-term debt outstanding. This is an increase of \$16,052,351 from the prior year, reflecting the final bond series issuance.

LAKESIDE UNION SCHOOL DISTRICT
 PROPOSITION V & MEASURE L
 GENERAL OBLIGATION BONDS
 June 30, 2022

	Building Fund		Total % Change
	2020-21	2021-22	
General Obligation Bonds Payable			
Due with one year	\$ 1,234,802	\$ 3,726,537	201.79%
Due within more than one year	62,872,171	76,432,787	21.57%
Total Prop V & Measure L GO Bonds Payable	64,106,973	80,159,324	25.04%

FACTORS BEARING ON THE DISTRICT'S FUTURE

At the time these financial statements were prepared and audited, the District was aware of the existing circumstances that could affect its financial health in the future:

- Inflation increases in building costs during construction.

REQUESTS FOR INFORMATION

This financial report is designed to provide our citizens, taxpayers, investors, and creditors with a general overview of the District's Proposition V & Measure L Building Fund finances to demonstrate the District's accountability for the funding it receives. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Business Services Department at Lakeside Union School District, 12335 Woodside Avenue, Lakeside, CA 92040, or call 619-390-2640.

Financial Statements

**Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)**

Balance Sheet
June 30, 2022

Assets:

Current Assets

Cash in County Treasury	\$ 7,737,713
Accounts Receivable	<u>18,974</u>
Total Current Assets	<u>7,756,687</u>

Total Assets \$ 7,756,687

Liabilities and Fund Balance:

Current Liabilities

Accounts Payable	\$ 1,649,088
Due to Other Funds	<u>1,127,343</u>
Total Current Liabilities	<u>2,776,431</u>

Fund Balance

Restricted for Capital Projects	<u>4,980,256</u>
Total Fund Balance	<u>4,980,256</u>

Total Liabilities and Fund Balance \$ 7,756,687

The accompanying notes to the financial statements are an integral part of this statement.

Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended June 30, 2022

Revenues:	
Interest Income	\$ 52,278
Fair Market Value Adjustment	<u>24,619</u>
Total Revenues	<u>76,897</u>
 Expenditures:	
Current Expenditures:	
Classified Salaries	4,733
Employee Benefits & Payroll Taxes	2,381
Professional Services	18,500
Capital Outlay:	
Buildings & Improvements	13,057,193
Equipment	<u>265,844</u>
Total Expenditures	<u>13,348,651</u>
Excess of Revenues Over Expenditures	<u>(13,271,754)</u>
 Other Financing Sources	
Bond Issuance	<u>13,100,000</u>
Total Other Financing Sources	<u>13,100,000</u>
 Net Change in Fund Balance	 <u>(171,754)</u>
 Fund Balance, Beginning of Year	 <u>5,152,010</u>
Fund Balance, End of Year	<u><u>\$ 4,980,256</u></u>

The accompanying notes to the financial statements are an integral part of this statement.

Lakeside Union School District

Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements
For the Year Ended June 30, 2022

A. Summary of Significant Accounting Policies

Lakeside Union School District Proposition V & Measure L Building Fund (21-39), hereinafter referred to as the “Bond Fund”, accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education’s *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

1. Reporting Entity

The Bond Fund was formed to account for renovation of schools for Lakeside Union School District (District), through expenditures of general obligation bonds issued under Proposition V, authorized by registered voters on November 4, 2008, and Measure L which reauthorized remaining amounts under Proposition V by authorized voters November 4, 2014.

The Bond Fund operates under a locally selected Citizens’ Oversight Committee comprised of seven members formed in accordance with the Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code, Proposition 39. The reporting entity consists only of the Bond Fund of the District. These financial statements are intended to present only the financial position and results of operations of the Bond Fund in conformity with accounting principles generally accepted in the United States of America, and accordingly do not present the financial position and results of operations of the District.

2. Basis of Accounting – Measurement Focus

Bond Fund. The bond fund is reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The Bond Fund considers all revenues reported in the fund to be available if the revenues are collected within sixty days after year-end. Revenues from local sources consist primarily of interest earned. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds from general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the Bond Fund incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the Bond Fund’s policy to use restricted resources first, then unrestricted resources.

Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued
June 30, 2022

3. Encumbrances

Encumbrance accounting is used in the Bond Fund to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid or at year end, whichever is sooner.

4. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the Bond Fund. By state law, the District's governing board must adopt a final budget no later than July 1st. A public hearing must be conducted to receive comments prior to adoption. The District's governing board has satisfied these requirements.

These budgets are revised by the District's governing board and district superintendent during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was used as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts.

5. Revenues and Expenses

a. Revenues – Exchange and Non-Exchange

On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current year or expected to be collected soon enough thereafter, to be used to pay liabilities of the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as to not distort normal revenue patterns, with specific respect to reimbursement grants and corrections to State-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, property taxes, interest, certain grants, and other local sources.

Non-exchange transactions are transactions in which the District receives value without directly giving equal value in return, including property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose restrictions. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued
June 30, 2022

b. Expenditures

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable, and typically paid within 90 days. Principal and interest on long-term obligations, which has not matured, are recognized when paid in the bond fund as expenditures. Allocations of costs, such as depreciation and amortization, are not recognized in the Bond Fund.

6. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position

a. Deposits and Investments

Cash balances held in banks and in revolving funds are insured to \$250,000 by the Federal Depository Insurance Corporation (FDIC). The Bond Fund does not have any cash held in banks or revolving fund. Highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

In accordance with Education Code §41001, the Bond Fund maintains substantially all its cash in the San Diego County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

The county is authorized to deposit cash and invest excess funds by California Government Code §53648 et seq. The funds maintained by the county are either secured by federal depository insurance or are collateralized.

Information regarding the amount of dollars invested in derivatives with San Diego County Treasury was not available.

b. Interfund Activity

Interfund activity results from loans, services provided, reimbursements or transfers between funds of the District. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers.

Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)
Notes to the Financial Statements, Continued
June 30, 2022

c. Fund Balances – Governmental Funds

Fund balances of the Bond Fund are classified as follows:

Nonspendable Fund Balance represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid items) or legally required to remain intact (such as revolving cash accounts or principal of a permanent fund).

Restricted Fund Balance represents amounts that are subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations, or may be imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance represents amounts that can only be used for a specific purpose because of a formal action by the District's governing board. Committed amounts cannot be used for any other purpose unless the governing board removes those constraints by taking the same type of formal action. Committed fund balance amounts may be used for other purposes with appropriate due process by the governing board. Commitments are typically done through adoption and amendment of the budget or resolution. Committed fund balance amounts differ from restricted balances in that the constraints on their use do not come from outside parties, constitutional provisions, or enabling legislation.

Assigned Fund Balance represents amounts which the District intends to use for a specific purpose, but that do not meet the criteria to be classified as restricted or committed. Intent may be stipulated by the governing board or by an official or body to which the governing board delegates the authority. Specific amounts that are not restricted or committed in a special revenue, capital projects, debt service, or permanent fund are assigned for purposes in accordance with the nature of their fund type or the fund's primary purpose. Assignments within the general fund convey that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the District itself.

Unassigned Fund Balance represents amounts which are unconstrained in that they may be spent for any purpose. Only the general fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification because of overspending for specific purposes for which amounts had been restricted, committed or assigned.

When an expenditure is incurred for a purpose for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

7. Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued
 June 30, 2022

8. Fair Value Measurements

The Bond Fund categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles as defined by Governmental Accounting Standards Board (GASB) Statement No. 72. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy is detailed as follows:

- Level 1 Inputs: Quoted prices (unadjusted) in active markets for identical assets or liabilities that a government can access at the measurement date.
- Level 2 Inputs: Inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.
- Level 3 Inputs: Unobservable inputs to an asset or liability.

9. New Accounting Pronouncements

The District has adopted accounting policies compliant with new pronouncements issued by the Government Accounting Standards Board (GASB) that are effective for the fiscal year ended June 30, 2022. Those newly implemented pronouncements are as follows:

Description	Date Issued
GASB Statement 87, Leases	06/2017
GASB Statement 89, Accounting for Interest Cost Incurred before the End of a Construction Period	06/2018
GASB Statement 92, Omnibus 2020	01/2020
GASB Statement 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an Amendment of GASB Statements 14, 84 and supersession of GASB Statement 32	06/2020
GASB Statement 98, The Annual Comprehensive Financial Report	10/2021
GASB Implementation Guide No. 2019-3, Leases	08/2019
GASB Implementation Guide No. 2020-1, Implementation Guidance Update – 2020	04/2020
GASB Implementation Guide No. 2021-1, Implementation Guidance Update – 2021 (Applicable portions to the 2021-22 fiscal year)	05/2021

The District has implemented the policies necessary to comply with these pronouncements and implementation guides. The implementation of these items did not result in a change to financial presentation for the Proposition V & Measure L Building Fund (Fund 21-39).

Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued
 June 30, 2022

B. Compliance and Accountability

1. Finance Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures", violations of finance-related legal and contractual provisions, if any are reported below, along with actions taken to address such violations:

<u>Violation</u>	<u>Action Taken</u>
None Reported	Not Applicable

2. Deficit Fund Balance or Fund Net Position of Individual Funds

The following funds are funds having deficit fund balances or fund net position at year end, if any, along with remarks which address such deficits:

<u>Fund Name</u>	<u>Deficit Amount</u>	<u>Remarks</u>
None	Not Applicable	Not Applicable

C. Fair Value Measurements

The Bond Fund's investments at June 30, 2022, categorized within the fair value hierarchy established by generally accepted accounting principles, were as follows:

	<u>Amount</u>	<u>Fair Value Measurement Using</u>		
		<u>Quoted Prices in Active Markets for Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
External investment pools measured at fair value				
San Diego County Treasury	\$ 7,737,713	\$ -	\$ 7,737,713	\$ -
Total investments by fair value level	\$ 7,737,713	\$ -	\$ 7,737,713	\$ -

The Bond Fund is considered to be an involuntary participant in an external investment pool as the Bond Fund is required to deposit all receipts and collections of monies with their County Treasurer (Education Code §41001). The fair value of the Bond Fund's investments in the pool is reported in the accounting financial statements as amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of the portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

The San Diego County Treasury is not registered with the Securities and Exchange Commission (SEC) as an investment company; however, the County Treasury acts in accordance with investment policies monitored by a Treasury Oversight Committee consisting of members appointed by participants in the investment pool and up to five members of the public having expertise, or an academic background in, public finance. In addition, the County Treasury is audited annually by an independent auditor.

Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued
 June 30, 2022

D. Cash and Investments

1. Cash in County Treasury

In accordance with Education Code §41001, the Bond Fund maintains substantially all of its cash in the San Diego County Treasury as part of the common investment pool (\$12,119,467 as of June 30, 2022). The fair value of the Bond Fund’s portion of this pool as of that date, as provided by the pool sponsor, was \$12,119,467. Assumptions made in determining the fair value of the pooled investment portfolios are available from the County Treasurer.

2. Investments Authorized by the California Government Code and the District’s Investment Policy

The table below identifies the investment types that are authorized for the Bond Fund by the California Government Code (or the Bond Fund’s investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the Bond Fund’s investment policy where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the Bond Fund, rather than the general provisions of the California Government Code or the District’s investment policy.

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 Years	None	None
Registered State Bonds, Notes, Warrants	5 Years	None	None
U.S. Treasury Obligations	5 Years	None	None
U.S. Agency Securities	5 Years	None	None
Banker's Acceptance	180 Days	40%	30%
Commercial Paper	270 Days	25%	10%
Negotiable Certificates of Deposit	5 Years	30%	None
Repurchase Agreements	1 Year	None	None
Reverse Repurchase Agreements	92 Days	20% of Base	None
Medium-Term Corporate notes	5 Years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 Years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued
 June 30, 2022

3. Analysis of Specific Deposit and Investment Risks

GASB Statement No. 40 requires a determination as to whether the Bond Fund was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

a. Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The county treasury is restricted by Government Code §53635 pursuant to §53601 to invest only in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer’s investment pool, bankers’ acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The ratings of securities by nationally recognized rating agencies are designed to give an indication of risk.

At June 30, 2022, credit risk for the Bond Fund’s investments was as follows:

<u>Investment Type</u>	<u>Rating</u>	<u>Rating Agency</u>	<u>Amount</u>
County Treasurer's Investment Pool	Unrated	Not Applicable	\$ 7,737,713

b. Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution’s trust department or agent but not in the Bond Fund’s name. The California Government Code and the Bond Fund’s investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty’s trust department or agent but not in the Bond Fund’s name.

At June 30, 2022, the Bond Fund was not exposed to custodial credit risk.

Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued
June 30, 2022

c. Concentration of Credit Risk

This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The investment policy of the Bond Fund contains no limitations on the amount that can be invested in any one issuer beyond the amount stipulated by the California Government Code. Investments in any one issuer that represent five percent or more of the total investments are either an external investment pool and are therefore exempt. As such, the Bond Fund was not exposed to concentration of credit risk.

d. Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Bond Fund maintains pooled investments with the San Diego County Treasury with a fair value of \$5,920,299. The average weighted maturity for this pool was 516 days at June 30, 2022.

e. Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the Bond Fund was not exposed to foreign currency risk.

4. Investment Accounting Policy

The Bond Fund is required by GASB Statement No. 31 to disclose its policy for determining which investments, if any, are reported at amortized cost. The Bond Fund's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Nonnegotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

The Bond Fund's investments in external investment pools are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool is a 2a7-like, in which case they are reported at share value. A 2a7-like pool is one which is not registered with the Securities and Exchange Commission (SEC) as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940.

Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued
 June 30, 2022

E. Accounts Receivable

There are no significant receivables which are not scheduled for collection within one year of year end. Accounts receivable balances as of June 30, 2022 consisted of:

Local Sources	
Interest	\$ 18,974
Total Accounts Receivable	<u>\$ 18,974</u>

F. Accounts Payable

Accounts payable balances as of June 30, 2022 consisted of:

Vendors Payable	<u>\$ 1,649,088</u>
Total Accounts Payable	<u>\$ 1,649,088</u>

G. Interfund Balances & Activities

1. Due to and From Other Funds

Balances due to and due from other funds at June 30, 2022 consisted of the following:

<u>Interfund Receivable</u> <u>(Due From Other Funds)</u>	<u>Interfund Payable</u> <u>(Due To Other Funds)</u>	<u>Amount</u>	<u>Purpose</u>
General Fund	Bond Fund	<u>\$ 1,127,343</u>	Payment Corrections

2. Transfers to and From Other Funds

The Bond Fund did not have any transfers to and from other funds during the fiscal year ended June 30, 2022.

H. Short Term Debt Activity

The Bond Fund accounts for short-term debts for maintenance purposes through the General Fund. The proceeds from loans are shown in the financial statements as other financing sources. The Bond Fund did not issue any short-term debt during the fiscal year ended June 30, 2022.

Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued
June 30, 2022

I. General Obligation Bonds

The Bond Fund's bonded debt consists of various issues of general obligation bonds that are generally callable with interest payable semiannually. Bond proceeds pay primarily for acquiring or constructing capital facilities. The Bond Fund repays general obligation bonds from voter-approved property taxes which are collected by the County Treasurer and deposited into the Bond Interest and Redemption Fund, which is not included in this report.

On November 4, 2008, registered voters authorized the issuance of \$79,550,000 principal amount of general obligation bonds under Proposition V. On November 4, 2014, registered voters re-authorized \$31,000,000 principal amount of general obligation bonds under Measure L. Of the amounts authorized and allowed by law, the final \$13,100,000 under Measure L was issued August 5, 2021.

General obligation bonds at June 30, 2022 consisted of the following:

	<u>Date of Issue</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Amount of</u>
2008 Election, Series A	04/23/09	3.00 - 6.03%	08/01/33	\$ 21,833,149
2008 Election, Series B	10/07/10	6.14 - 6.49%	08/01/50	12,982,209
2015 Refunding Bonds	06/09/15	2.00 - 4.00%	08/01/35	6,185,000
2016 Refunding Bonds	11/02/16	2.00 - 5.00%	08/01/33	17,815,000
2014 Election, Series B	11/15/18	4.00 - 5.75%	08/01/45	15,000,000
2014 Election, Series C	08/05/21	4.00%	08/01/41	13,100,000
Total				<u>\$ 86,915,358</u>

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
2008 Election, Series A					
Principal	\$ 1,783,149	\$ -	\$ -	\$ 1,783,149	\$ -
Premium	51,687	-	-	51,687	-
Accreted Interest	2,626,070	373,553	-	2,999,623	-
2008 Election, Series B					
Principal	10,690,031	-	-	10,690,031	-
Premium	278,829	-	-	278,829	-
Accreted Interest	9,786,172	1,333,598	-	11,119,770	-
2015 Refunding Bonds					
Principal	5,800,000	-	150,000	5,650,000	85,000
Discount	(75,355)	-	(1,949)	(73,406)	(1,104)
2016 Refunding Bonds					
Principal	16,955,000	-	510,000	16,445,000	690,000
Premium	1,844,333	-	55,477	1,788,856	75,057
2014 Election Series B				-	
Principal	13,505,000	-	490,000	13,015,000	-
Premium	861,957	-	31,274	830,683	-
2014 Election Series C				-	
Principal	-	13,100,000	-	13,100,000	2,420,000
Premium	-	2,477,002	-	2,477,002	457,584
Total	<u>\$ 64,106,873</u>	<u>\$ 1,707,151</u>	<u>\$ 1,234,802</u>	<u>\$ 64,579,222</u>	<u>\$ 848,953</u>

Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued
 June 30, 2022

The annual requirements to amortize the bonds outstanding at June 30, 2022 are as follows:

	2008 Election Series A	2008 Election Series B	2015 Refunding
Total Interest Payments	\$ 23,929,697	\$ 79,073,622	\$ 3,328,219
Bond (Premium)/Discount	(846,769)	(338,737)	80,353
Net Interest Payments	<u>23,082,928</u>	<u>78,734,885</u>	<u>3,408,572</u>
PAR Amount of Bonds	21,833,149	12,982,209	6,185,000
Periods	21	38	20
Effective Interest Rate	5.03%	15.96%	2.76%
	2016 Refunding	2014 Election Series B	2014 Election Series C
Total Interest Payments	\$ 8,717,336	\$ 11,652,125	\$ 5,760,057
Bond (Premium)/Discount	(1,937,882)	(957,376)	(2,477,002)
Net Interest Payments	<u>6,779,454</u>	<u>10,694,749</u>	<u>3,283,055</u>
PAR Amount of Bonds	17,815,000	15,000,000	13,100,000
Periods	15	26	20
Effective Interest Rate	2.54%	2.74%	1.25%

Accreted Interest

Amounts represented in the repayment schedule for accreted interest are reflective of 100% of amounts to be repaid. Amounts represented as accreted interest in the debt summary are reflective of amounts that have accrued as of June 30, 2022.

Accreted interest is the process of systematically increasing the carrying amount of capital appreciation bonds to their estimated value at the maturity date of the bond. The Bond Fund imputes the effective interest rate, using the present value, the face value, and the period of the bond and multiplies the effective interest rate by the book value of the debt at the end of the period.

Premium/Discount

Bond premium arises when the market rate of interest is higher than the stated interest rate on the bond. Bond discount arises when the market rate of interest is lower than the stated interest rate on the bond. Generally Accepted Accounting Principles (GAAP) require that the premium increase the face value of the bond and the discount decrease the face value of the bond. The premium and discount are then amortized over the life of the bond using the economic interest method.

Effective interest on general obligation bonds issued at a premium/discount are as follows:

Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued
June 30, 2022

J. Commitments and Contingencies

1. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Bond Fund as of June 30, 2022.

2. Construction Commitments

As of June 30, 2022, the Bond Fund had the following construction project it was working on:

<u>Construction in Process:</u>	<u>Commitment</u>	<u>*Expected Date of Final Completion</u>
District Energy Savings Project	2,500,000	Summer 2023

* Expected Date of final completion subject to change

Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)

Notes to the Financial Statements, Continued
 June 30, 2022

K. Upcoming Accounting Guidance

The Governmental Accounting Standards Board (GASB) issues pronouncements and additional guidance for governmental agencies to establish consistent accounting across all governments in the United States. The following table represents items that have been issued by GASB that will become effective in future periods:

Description	Date Issued	Fiscal Year Effective
GASB Statement 91, Conduit Debt Obligations	05/2019	2022-23
GASB Statement 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements	03/2020	2022-23
GASB Statement 96, Subscription-Based Information Technology Arrangements	05/2020	2022-23
GASB Statement No. 99, Omnibus 2022	04/2022	2022-23 Thru 2023-24
GASB Statement No. 100, Accounting Changes and Error Corrections – An Amendment of GASB Statement No. 62	06/2022	2024-25
GASB Statement No. 101, Compensated Absences	06/2022	2024-25
GASB Implementation Guide No. 2021-1, Implementation Guidance Update – 2021	05/2021	2021-22 Thru 2023-24

The effects of the upcoming guidance and pronouncements on the Bond Fund’s financial statements has not yet been determined.

Other Independent Auditors' Reports

Independent Auditor's Report on Internal Control Over Financial Reporting and
on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards*

To the Citizens' Oversight Committee
Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)
Lakeside, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Lakeside Union School Bond Fund Proposition V & Measure L Building Fund (Bond Fund), which comprise the Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise Lakeside Union School Bond Fund Proposition V & Measure L Building Fund's basic financial statements, and have issued our report thereon dated March 28, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Lakeside Union School Bond Fund Proposition V & Measure L Building Fund's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Lakeside Union School Bond Fund Proposition V & Measure L Building Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of Lakeside Union School Bond Fund Proposition V & Measure L Building Fund's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been detected.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Lakeside Union School Bond Fund Proposition V & Measure L Building Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Bond Fund's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Bond Fund's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

El Cajon, California
March 28, 2023

Independent Auditor's Report on Performance

To the Citizens' Oversight Committee
Lakeside Union School District
Proposition V & Measure L Building Fund (21-39)
Lakeside, California

We were engaged to conduct a performance audit of the Lakeside Union School District Proposition V & Measure L Building Fund (21-39), herein after referred to as the Bond Fund, for the year ended June 30, 2022.

Management's Responsibility for Performance Compliance

Our audit was limited to the objectives listed with the report which includes the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution. Management is responsible for the District's compliance with those requirements.

Auditor's Responsibility

Our responsibility is to express an opinion on performance based on our audit. We conducted this performance audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the *Appendix A of the 2020-21 Guide for Annual Audits of K-12 Local Education Agencies*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions based on our audit objectives.

In planning and performing our performance audit, we obtained an understanding of the District's internal controls over the Bond Fund and related construction projects in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, but not for the purpose of expressing an opinion on the effectiveness of the Bond Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of the Bond Fund's internal control.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our findings and conclusions based upon the audit objectives.

Objectives, Scope, & Methodology of the Audit

In connection with our performance audit, we performed an audit for compliance as required in the performance requirements set forth in Proposition V and Measure L as approved by registered voters for the fiscal year ended June 30, 2022. The objective of the audit of compliance applicable to the Bond Fund is to determine with reasonable assurance that:

- The proceeds from the sale of Proposition V and Measure L General Obligation Bonds were only used for the purposes set forth in the ballot measure and not for any other purpose, such as teacher and administrative salaries.
- The Governing Board of the Lakeside Union School District (District), in establishing approved projects set forth in the ballot measure to modernize, replace, renovate, construct, acquire, equip, furnish and otherwise improve facilities of the District as noted in the bond project list.

In performing our audit of compliance, we performed procedures including but not limited to those listed as follows:

Internal Control Evaluation

Procedure Performed

Inquiries were made of management regarding internal controls to:

- Prevent fraud, waste, or abuse regarding project resources
- Prevent material misstatement in the project funds
- Ensure all expenditures are properly allocated
- Ensure adequate separation of duties exists in the accounting of project funds. All purchase requisitions are reviewed for proper supporting documentation. The Project Manager or appropriate District employee submits back up information to the business office to initiate a purchase requisition. The Project Manager, Superintendent, and Business Manager verifies that the requested purchase is an allowable project cost in accordance with the grant agreement.

Results of Procedure Performed

The results of our audit determined the internal control procedures as designed are sufficient to meet the financial and compliance objectives required by generally accepted accounting principles and applicable laws and regulations.

Procedure Performed

Tests of controls were performed based on identified controls from procedures above, utilizing samples of expenditures with a sample size sufficient for a high level of assurance, to determine if internal controls as designed are properly implemented and in place over the Bond Fund expenditures.

Results of Procedure Performed

The results of our audit determined that the internal controls as designed were properly implemented during the 2020-21 fiscal year.

Tests of Expenditures

Procedures Performed

We tested expenditures to determine whether Proposition V and Measure L proceeds were spent solely on voter and Board approved school facilities projects as set forth in the bond Projects List and language of the Proposition V and Measure L ballot measure language. Our testing was performed using a sample size sufficient to meet a high level of assurance.

Results of Procedures Performed

Expenditures tested were found to be in compliance with the terms of the Proposition V and Measure L ballot measure as well as applicable state laws and regulations.

Tests of Contracts and Bid Procedures

Procedures Performed

We tested expenditures under Proposition V and Measure L to determine if the expenditure was part of a valid contract, that the contract was properly approved by the District's Governing Board, and that the contract was established in compliance with Public Contract Code provisions, including bid procedures. Our testing was performed using a sample size sufficient to meet a high level of assurance.

Results of Procedures Performed

Expenditures tested were found to have valid contracts which were issued through proper approval of the District's Governing Board in compliance with Public Contract Code, including bid procedures.

Facilities Site Review

Procedures Performed

We reviewed the Independent Citizens' Oversight Committee minutes and agendas along with other pertinent information on Proposition V and Measure L designated projects to determine whether the funds expended for the year ended June 30, 2022 were for valid facilities acquisition and construction purposes as stated in the Bond Project List. Additionally, we reviewed photographs of significant bond projects to determine projects were being completed as identified in the Bond Project List.

Results of Procedures Performed

Based on review of the minutes and agenda of the Independent Citizens' Oversight Committee, expenditure documentation, review of project photographs, and other pertinent information provided, it appears the construction work performed was consistent with the Bond Project List as well as the allowable projects as identified in Proposition V and Measure L ballot measures.

Citizens' Oversight Committee

Procedures Performed

We reviewed the minutes of the Citizens' Oversight Committee meetings to verify compliance with Education Code Section 15278 which requires the Citizens' Oversight Committee to:

- Actively review and report on the proper expenditure of taxpayers' money for school construction.
- Advise the public as to whether the District is in compliance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that bond revenues are expended only for purposes described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that no funds are used for any teacher or administrative salaries or other school operating expenses.

Additionally, Education Code Section 15278 authorizes the Citizens' Oversight Committee to:

- Receive and review copies of the annual, independent performance audit.
- Inspect school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Receive and review copies of any deferred maintenance proposals or plans developed by the District.
- Review efforts by the District to maximize bond revenues by implementing cost saving measures.

Results of Procedures Performed

In our review of the minutes of the Citizens' Oversight Committee we determined that, during the fiscal year ended June 30, 2022 the Committee fulfilled all required responsibilities identified in Education Code Section 15278 and additionally performed other authorized activities as identified in Education Code Section 15278.

Procedure Performed

We reviewed composition of the Citizens' Oversight Committee to verify compliance with Education Code Section 15282 which requires the following:

- The Citizen's Oversight Committee shall consist of at least seven members who shall serve for a minimum term of two years without compensation and for no more than three consecutive terms.
- One member shall be active in a business organization representing the business community located within the school district boundaries.
- One member shall be active in a senior citizens' organization.
- One member shall be active in a bona fide taxpayers' organization.
- One member shall be the parent or guardian of a child enrolled in the school district.
- One member shall be both a parent or guardian of a child enrolled in the school district and active in a parent-teacher organization.
- An employee or official of the school district shall not be appointed to the citizens' oversight committee.
- A vendor, contractor, or consultant of the school district shall not be appointed to the citizens' oversight committee.

Results of Procedures Performed

In our review of the Citizens' Oversight Committee composition for the fiscal year ended June 30, 2022 we determined that the Committee was in compliance with Education Code Section 15282.

Opinion on Performance

The results of our tests indicated that the District has complied with the requirements set forth in Proposition V, approved by voters on November 4, 2008, and Measure L, approved by voters on November 4, 2014, in accordance with Proposition 39 as outlined in Article XIII A, Section 1(b)(3)(c) of the California Constitution.

Purpose of the Report

This report is intended solely for the information and use of the District's Governing Board, the Proposition V and Measure L Citizens' Oversight Committee, management, and others within the District and is not intended to be and should not be used by anyone other than these specified parties.

El Cajon, California
March 28, 2023

Auditor's Results, Findings & Recommendations

Lakeside Union School Bond Fund
Proposition V & Measure L Building Fund (21-39)

Schedule of Auditor's Results
 Year Ended June 30, 2022

FINANCIAL STATEMENTS

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

One or more material weakness(es) identified?

 Yes X No

One or more significant deficiencies identified that are
 not considered material weakness(es)?

 Yes X No

Noncompliance material to financial statements noted?

 Yes X No

PERFORMANCE AUDIT

Any audit findings disclosed that are required to be reported
 in accordance with *2021-22 Guide for Annual Audits*
of California K-12 Local Education Agencies or
 Proposition 39?

 Yes X No

Lakeside Union School Bond Fund Proposition V & Measure L Building Fund

Schedule of Findings and Questioned Costs

Year Ended June 30, 2022

Findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements or performance audit that are required to be reported in accordance with *Government Auditing Standards*, or *Appendix A of the 2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

A. Financial Statement Findings

None

B. Performance Audit Findings

None

Lakeside Union School Bond Fund
Proposition V & Measure L Building Fund (21-39)

Schedule of Prior Year Audit Findings
Year Ended June 30, 2022

Finding/Recommendation	Status	Explanation if Not Implemented
------------------------	--------	--------------------------------

There were no audit findings reported in the prior year audit.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: April 20, 2023

Agenda Item:

ECA Science Kit Services

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

Science kits for middle school Science teachers teaching the Open SciEd adopted Science curriculum.

Fiscal Impact (Cost):

\$108,000

Funding Source:

Arts, Music, and Instructional materials Block Grant


Recommended Action:

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

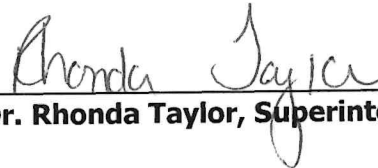
Originating Department/School: Educational Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

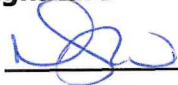


Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member





www.eca.bz | 800-537-0008

School/District Lakeside Union School District
Contact Name David Tupper
Address 12335 Woodside Avenue
City, State, Zip Lakeside, CA, 92040
Email dtupper@lsusd.net
Quote Number Lakeside - 2302
Quote Date 3/28/2023

Did you know not all certified vendors of OpenSciEd fulfill materials the same way?

ECA is the SOLE SOURCE for Ready-to-Teach Kits aligned to OpenSciEd.

Ready-to-Teach kits include most of the "locally sourced" items needed and ECA takes care of teacher prep before shipping. Because of this added value, comparing this quote to another vendor's quote is NOT comparing apples to apples!

Ready-to-Teach Science Kits Aligned to OpenSciEd

Kit #	Description	Unit Price	Quantity	Extended Price	Notes
Grade-Level Kits					
1252181	Grade 6 Non-consumable Kit	\$ 3,744.00	6	\$ 22,464.00	Non-redundant permanent equipment
1253181	Grade 7 Non-consumable Kit	\$ 2,565.00	8	\$ 20,520.00	Non-redundant permanent equipment
1254181	Grade 8 Non-consumable Kit	\$ 4,353.00	6	\$ 26,118.00	Non-redundant permanent equipment

Five-Section Consumables

7844181	6.1 Light and Matter	\$ 140.00	4	\$ 560.00	
9814181	6.2 Thermal Energy	\$ 460.00	4	\$ 1,840.00	
8444181	6.3 Weather, Climate & Water Cycling	\$ 254.00	4	\$ 1,016.00	
4624181	6.4 Plate Tectonics & Rock Cycling	\$ 205.00	4	\$ 820.00	
4604181	6.5 Natural Hazards	\$ 227.00	4	\$ 908.00	
2534181	6.6 Cells and Systems	\$ 184.00	4	\$ 736.00	
9024181	7.1 Chemical Reactions & Matter	\$ 679.00	4	\$ 2,716.00	
4484181	7.2 Chemical Reactions & Energy	\$ 740.00	4	\$ 2,960.00	
9824181	7.3 Metabolic Reactions	\$ 523.00	4	\$ 2,092.00	
9974181	7.4 Matter Cycling & Photosynthesis	\$ 475.00	4	\$ 1,900.00	
4614181	7.5 Ecosystem Dynamics	\$ 200.00	4	\$ 800.00	
2544181	7.6 Earth's Resources & Human Impact	\$ 227.00	4	\$ 908.00	
9204181	8.1 Contact Forces	\$ 527.00	4	\$ 2,108.00	
9834181	8.2 Sound Waves	\$ 158.00	4	\$ 632.00	
9964181	8.3 Forces at a Distance	\$ 463.00	4	\$ 1,852.00	
4634181	8.4 Earth in Space	\$ 737.00	4	\$ 2,948.00	
2494181	8.5 Genetics	\$ 303.00	4	\$ 1,212.00	
2554181	8.6 Natural Selection & Common Ancestry	\$ 491.00	4	\$ 1,964.00	

Teacher Guides

7841181	6.1 Light and Matter	\$ 20.00	6	\$ 120.00	
9811181	6.2 Thermal Energy	\$ 20.00	6	\$ 120.00	
8441181	6.3 Weather, Climate & Water Cycling	\$ 20.00	6	\$ 120.00	
4621181	6.4 Plate Tectonics & Rock Cycling	\$ 20.00	6	\$ 120.00	
4601181	6.5 Natural Hazards	\$ 20.00	6	\$ 120.00	
2531181	6.6 Cells and Systems	\$ 20.00	6	\$ 120.00	
9021181	7.1 Chemical Reactions & Matter	\$ 20.00	8	\$ 160.00	
4481181	7.2 Chemical Reactions & Energy	\$ 20.00	8	\$ 160.00	
9821181	7.3 Metabolic Reactions	\$ 20.00	8	\$ 160.00	
9971181	7.4 Matter Cycling & Photosynthesis	\$ 20.00	8	\$ 160.00	
4611181	7.5 Ecosystem Dynamics	\$ 20.00	8	\$ 160.00	
2541181	7.6 Earth's Resources & Human Impact	\$ 20.00	8	\$ 160.00	
9201181	8.1 Contact Forces	\$ 20.00	6	\$ 120.00	
9831181	8.2 Sound Waves	\$ 20.00	6	\$ 120.00	
9961181	8.3 Forces at a Distance	\$ 20.00	6	\$ 120.00	

Kit #	Description	Unit Price	Quantity	Extended Price	Notes
4631181	8.4 Earth in Space	\$ 20.00	6	\$ 120.00	
2491181	8.5 Genetics	\$ 20.00	6	\$ 120.00	
2551181	8.6 Natural Selection & Common Ancestry	\$ 20.00	6	\$ 120.00	

Product Total	\$ 99,474.00
Shipping	\$ 7,957.92
Order Total	\$ 107,431.92

Shipping discounted to 8%

This quote is valid for 60 days from the Quote Date shown.

Please add 3.5% if paying by credit card.

We are happy to provide additional quotes if a different path might better fit your needs and goals.

Thank you for the opportunity to quote materials aligned to OpenSciEd. If you have any questions or additional needs, please reach out to Jeny Apt (japt@eca.bz).

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 4/20/23

Agenda Item:

Interdistrict Attendance Agreement

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

Approval is requested of an Interdistrict Attendance Agreement with San Diego Unified School District for the years 2023-2028.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

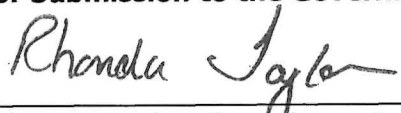
Originating Department/School: Superintendent

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

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

This agreement made and entered into this 1st of July, 2023, by and between the San Diego Unified School District of San Diego County and the Lakeside Union School District of San Diego County, is effective only for the school year(s) 20 23 -20 28 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

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

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district’s standards for student conduct, attendance or academic performance.
 - Additional conditions:
 - Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - A district of attendance may require reapplication for admission an annual basis.
 - Other, specify: Some schools are impacted. Parents must submit an Enrollment Options application and be accepted through the district process once admitted. Location of the school site is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Diego Unified School District	District: _____
Initial Approval/Denial: Administrative Aide	Initial Approval/Denial: _____
Appeal: Manager, NSEO	Appeal: _____
Personal Conference: Operations Support Officer, NSEO	Personal Conference: _____

SIGNATURES

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

Signature: _____	Signature: _____
Title: Strategic Sourcing and Contracts Director	Title: _____
District: San Diego Unified School District	District: _____
Date Approved by Governing Board: May 16, 2023	Date Approved by Governing Board: _____

343-Business Services
San Diego County Office of Education
March 2016

APPROVED AS TO FORM AND LEGALITY
Date: _____
Kimberly A. Chapin, Assistant General Counsel II SAN DIEGO UNIFIED SCHOOL DISTRICT

Date: _____
Marty Stultz, Board Action Officer San Diego Unified School District Board of Education

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

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 4/20/23

Agenda Item:

Board Policy and Administrative Regulation 4140/4240/4340: Bargaining Units

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

Adoption: 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 a 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:

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

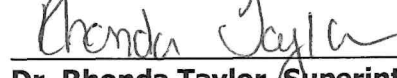
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

All Personnel

BP 4140

4240

BARGAINING UNITS

4340

The Governing Board recognizes the right of district employees to form a bargaining units, select an employee organization as the exclusive representative to represent the employees in the 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.

Formation of Bargaining Units

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

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

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

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 is not of a merely routine or clerical in nature, but 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)

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

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

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 when the exercise of that authority is not of a merely routine or clerical nature, but 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. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3540.1, 3543.4)

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)

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 in-person 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 in-person 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 in-person 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

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)

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)

Legal Reference:

State	Description
8 CCR 33015-33490	<i>Recognition of exclusive representative; proceedings</i>
8 CCR 33700-33710	<i>Severance of established unit</i>
8 CCR 34020	<i>Petition to rescind organizational security arrangement</i>
8 CCR 34055	<i>Reinstatement of organizational security arrangement</i>
Ed. Code 45060-45061.5	<i>Deduction of fees from salary or wage payment,; certificated employees</i>
Ed. Code 45100.5	<i>Senior classified management positions</i>
Ed. Code 45104.5	<i>Abolishment of senior classified management positions</i>
Ed. Code 45108.5	<i>Definition of senior classified management employees</i>
Ed. Code 45108.7	<i>Waiver of provisions of 45108.5</i>
Ed. Code 45168	<i>Deduction of fees from salary or wage payment,; classified employees</i>
Ed. Code 45220-45320	<i>Merit system; classified employees</i>
Gov. Code 3540-3549.3	<i>Educational Employment Relations Act</i>
Gov. Code 3540.1	<i>Public employment definitions</i>
Gov. Code 3543.4	<i>Management position; representation</i>
Gov. Code 3545	<i>Appropriateness of unit; basis</i>
Gov. Code 3550-3552	<i>Prohibition on public employers deterring or discouraging union membership</i>
Gov. Code 3555-3559	<i>Public employee communication, information and orientation</i>
Gov. Code 53260-53264	<i>Employment contracts</i>
Gov. Code 6205-6210	<i>Confidentiality of addresses for victims of domestic violence, sexual assault or stalking</i>
Gov. Code 6254.3	<i>Disclosure of employee contact information to employee organization</i>
Gov. Code 6503.5	<i>Joint powers agencies</i>
Federal	Description
8 CFR 33015-33490	<i>Recognition of exclusive representative; proceedings</i>
8 CFR 33700-33710	<i>Severance of established unit</i>
8 CFR 34020	<i>Petition to rescind organizational security arrangement</i>
8 CFR 34055	<i>Reinstatement of organizational security arrangement</i>
Management Resources	Description

<i>Court Decision</i>	<i>County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905</i>
<i>Court Decision</i>	<i>Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083</i>
<i>Court Decision</i>	<i>Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448</i>
<i>Public Employment Relations Board Ruling</i>	<i>East Whittier School District, (2004) PERB Dec. No. 1727</i>
<i>Public Employment Relations Board Ruling</i>	<i>City of Sacramento, (2019) PERB Dec. No. 2702m</i>
<i>Website</i>	<i>California Federation of Teachers</i>
<i>Website</i>	<i>California Public Employment Relations Board</i>
<i>Website</i>	<i>California School Employees Association</i>
<i>Website</i>	<i>California Teachers Association</i>
<i>Website</i>	<i>Association of California School Administrators</i>
<i>Website</i>	<i>CSBA</i>

Cross References

<u>Code</u>	<u>Description</u>
0450	<i>Comprehensive Safety Plan</i>
0450	<i>Comprehensive Safety Plan</i>
0460	<i>Local Control and Accountability Plan</i>
0460	<i>Local Control and Accountability Plan</i>
1340	<i>Access to District Records</i>
1340	<i>Access to District Records</i>
1431	<i>Waivers</i>
4113	<i>Assignment</i>
4113	<i>Assignment</i>
4115	<i>Evaluation/Supervision</i>
4115	<i>Evaluation/Supervision</i>
4119.1	<i>Civil and Legal Rights</i>
4119.25	<i>Political Activities of Employees</i>
4119.25	<i>Political Activities of Employees</i>
4121	<i>Temporary/Substitute Personnel</i>
4121	<i>Temporary/Substitute Personnel</i>
4141	<i>Collective Bargaining Agreement</i>
4143	<i>Negotiations/Consultation</i>
4151	<i>Employee Compensation</i>
4154	<i>Health and Welfare Benefits</i>
4154	<i>Health and Welfare Benefits</i>
4161.2	<i>Personal Leaves</i>
4219.1	<i>Civil and Legal Rights</i>
4219.25	<i>Political Activities of Employees</i>
4219.25	<i>Political Activities of Employees</i>
4241	<i>Collective Bargaining Agreement</i>
4243	<i>Negotiations/Consultation</i>
4251	<i>Employee Compensation</i>
4254	<i>Health and Welfare Benefits</i>
4254	<i>Health and Welfare Benefits</i>
4261.2	<i>Personal Leaves</i>
4300	<i>Administrative and Supervisory Personnel</i>
4300	<i>Administrative and Supervisory Personnel</i>
4301	<i>Administrative Staff Organization</i>
4312.1	<i>Contracts</i>
4315	<i>Evaluation/Supervision</i>
4319.1	<i>Civil and Legal Rights</i>
4319.25	<i>Political Activities of Employees</i>
4319.25	<i>Political Activities of Employees</i>
4351	<i>Employee Compensation</i>

4354	<i>Health and Welfare Benefits</i>
4354	<i>Health and Welfare Benefits</i>
4361.2	<i>Personal Leaves</i>
9000	<i>Role of The Board</i>
9321	<i>Closed Session</i>
9321-E PDF(1)	<i>Closed Session</i>
9321-E PDF(2)	<i>Closed</i>

Policy
adopted: September 17, 2012
revised: April 20, 2023

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 4/20/22

Agenda Item:

Board Policy 7150: Site Selection and Development

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

Adoption: Policy updated to add material regarding the Governing Board's obligations when evaluating property prior to acquiring a new school or an addition to an existing school site, and reflect NEW LAW (AB 819, 2021) which requires the district to post specified environmental review documents.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

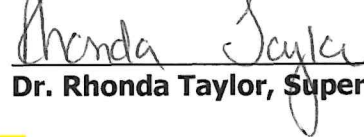
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

SITE SELECTION AND DEVELOPMENT

The Governing Board believes that a school site should serve the district's educational needs in accordance with the district's master plan as well as show potential for contributing to other community needs.

The Board recognizes the importance of community input in the site selection process. To this end, the Board will solicit community input whenever a school site is to be selected and shall provide public notice and hold public hearings in accordance with law.

The Superintendent or designee shall establish a site selection process which complies with law and ensures that the best possible sites are acquired and developed in a cost-effective manner.

Before acquiring property for a new school or an addition to an existing school site, the Board shall evaluate the property at a public hearing using state site selection standards.

Before acquiring property for a new school or an addition to an existing school site, the Board, at a public hearing, shall either evaluate the property state site selection standards specified in 5 CCR 14010 or, if a district advisory committee was appointed to evaluate the property, receive the committee's report of findings based on those standards. (Education Code 17211, 17251)

Environmental Impact Investigation for the Site Selection Process

The Superintendent or designee shall determine whether any proposed development project is subject to the requirements of the California Environmental Quality Act (CEQA) and shall ensure compliance with this Act, including any web site posting requirements. When evaluating district projects, the CEQA guidelines shall be used.

Agricultural Land

If the proposed site is in an area designated in a city, county, or city and county general plan for agricultural use and zoned for agricultural production, the Board shall determine all of the following: (Education Code 17215.5)

1. That the district has notified and consulted with the city, county, or city and county within which the prospective site is to be located
2. That the Board has evaluated the final site selection based on all factors affecting the public interest and not limited to selection on the basis of the cost of the land
3. That the district shall attempt to minimize any public health and safety issues resulting from the neighboring agricultural uses that may affect students and employees at the site

Legal Reference:

State	Description
14 CCR 15000-15285	Implementation of California Environmental Quality Act of 1970
5 CCR 14001-14036	California Department of Education: school facilities construction
CCP. 1263.710-1263.770	Remediation of hazardous substances on property to be acquired by school district
Ed. Code 17006	Definition of self-certifying district
Ed. Code 17024	Prior written approval of CDE for selection of school site or construction of building
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17210-17224	School Sites; general provisions
Ed. Code 17240-17245	New Schools Relief Act
Ed. Code 17250.10-17250.55	Design-build contracts
Ed. Code 17251-17256	CDE powers concerning buildings and building sites
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17565-17592.5	Board duties re-; management and control of school property
Ed. Code 35271	Power to acquire and construct on adjacent property
Ed. Code 35275	New school planning; cooperation with recreation and park authorities
Gov. Code 53094	Authority to render zoning ordinances inapplicable
Gov. Code 65402	Acquisition or disposition of property
Gov. Code 65995-65997	Developer fees
Gov. Code 66455.9	Written notices of proposed public school site within development; investigation and report; conditions for acquisition
H&S Code 44360	Risk assessment
Pub. Res. Code 21000-21177	California Environmental Quality Act of 1970

Management Resources	Description
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 130 (1999)
Website	Department of General Services, Office of Public School Construction
Website	California Department of Education, School Facilities
Website	California Department of Education, School Site Selection and Approval Guide
Website	Department of Toxic Substances Control
Website	Governor's Office of Planning and Research

Cross References

Code	Description
1113	District and School Web Sites (BP/AR/E(1))
1220	Citizen Advisory Committees
1330.1	Joint Use Agreements
3311.2	Lease-Leaseback Contracts
3510	Green School Operations
3514	Environmental Safety
5142.2	Safe Routes To School Program
7000	Concepts And Roles
7110	Facilities Master Plan
7131	Relations With Local Agencies
7140	Architectural And Engineering Services
7210	Facilities Financing
9000	Role Of The Board
9320	Meetings And Notices
9323.2	Actions By The Board
9323.2-E PDF(2)	Actions By The Board

Policy 7150
adopted: September 17, 2012
revised: April 20, 2023

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

SITE SELECTION AND DEVELOPMENT

As part of the district's site selection process, the Superintendent or designee shall:

1. Meet with appropriate local government recreation and park authorities to review all possible methods of coordinating the planning, design, and construction of new school facilities and school sites or major additions to existing school facilities and recreation and park facilities in the community. (Education Code 35275)
2. Notify the appropriate local planning agency in writing and request its report and recommendations regarding the proposed site or proposed addition's conformity with the adopted general plan. (Government Code 65402; Public Resources Code 21151.2)
3. Have the site investigated by competent personnel with regard to population trends, transportation, water supply, waste disposal facilities, utilities, traffic hazards, surface drainage conditions, and other factors affecting initial and operating costs. This investigation shall include geological and soil engineering studies to preclude locating the school on terrain that has the potential for earthquake or other geologic hazard damage as specified in Government Code 65302. (Education Code 17212-17212.5)
4. Make a written request for information necessary or useful to assess and determine the safety of a proposed school site, or an addition to an existing school site, from a person, corporation, public utility, locally publicly owned utility, or governmental agency regarding pipelines, electric transmission and distribution lines, railroads, and storage tanks in accordance with law. (Education Code 17212.2, 17251)
5. Ensure that the site meets state standards for school site selection as specified in 5 CCR 14010-14012.
6. Ensure compliance with the California Environmental Quality Act (CEQA) as required by law, including posting required notices to the district web site. (Public Resources Code 21000-21177)
7. Notify the California Department of education in writing before acquiring title or leasing the site if the proposed site is within two miles of the air line of an airport runway or proposed runway. (Education Code 17215)
8. Conduct an air quality analysis pursuant to Health and Safety Code 44360 and Education Code 17213 if the proposed site is within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor and determine that the air quality at the proposed site is such that neither short-term nor long-term exposure poses significant health risks to students. (Education Code 17213)

In the selection and development of projects funded pursuant to the School Facilities Program of 1998 (Proposition 1A) as contained in Education Code 17070.10-17077.10, the Superintendent or designee shall:

1. Determine whether the proposed site is free of toxic contamination by ensuring that a Phase I environmental assessment and/or preliminary endangerment assessment is conducted as required by law (Education Code 17213.1)

The Superintendent or designee shall ensure that the preliminary endangerment assessment is made available for public review and comment in accordance with Education Code 17213.1.

2. Submit an annual summary report of expenditures to the State Allocation Board in accordance with law (Education Code 17076.10)
3. Include in the plans a hard-wired connection to a public switched telephone network or utilization of wireless technology (Education Code 17077.10)
4. Establish a participation goal of at least three percent, per year, of the overall dollar amount expended each year by the district for disabled veteran business enterprises (Education Code 17076.11)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: April 20, 2023

Agenda Item:

Enrollment Report Month 7 (2/6/2023 – 3/3/2023)

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

Fiscal Impact (Cost):

Funding Source:

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member

LAKESIDE UNION SCHOOL DISTRICT						MONTH 7						2/6/2023 - 3/3/2023		DATE:	3/31/2023
													M7	M7	
													22/23	21/22	
SCHOOL		K	1	2	3	4	5	6	7	8	TK	TOTAL	TOTAL	VARIANCE	
LAKESIDE FARMS		97	112	106	83	95	104				45	642	550	92	
LAKEVIEW		97	124	93	116	94	110				23	657	642	15	
LEMON CREST		75	73	66	80	78	80				45	497	504	-7	
LINDO PARK		71	51	70	75	73	89				26	455	428	27	
RIVERVIEW				129	139	127	128					523	530	-7	
WINTER GARDENS		125	136								46	307	279	28	
LAKESIDE MIDDLE								220	201	252		673	691	-18	
TIERRA DEL SOL								229	254	231		714	672	42	
DREAM ACADEMY		3	3	5	4	6	7	8	10	6	2	54	79	-25	
NPS/RTC		0	0	0	0	1	1	1	0	2		5	8	-3	
EUCALYPTUS HILLS													88	-88	
DISTRICT TOTAL		468	499	469	497	474	519	458	465	491	187	4,527	4,471	56	
YEAR OVER YEAR COMPARISON															
MONTH	AUG M0	AUG M1	SEP M2	OCT M3	NOV M4	DEC M5	JAN M6	FEB M7	MAR M8	APR M9	MAY M10	JUN M11			
2022-2023	4,566	4,519	4,517	4,535	4,531	4,513	4,543	4,527							
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 CHARTER SCHOOL	GRADE	TK/K	1	2	3	4	5	6	7	8	TOTAL				
		7	7	12	14	8	9	11	8	5	81				
RIVER VALLEY CHARTER SCHOOL	GRADE	7	8	9	10	11	12				TOTAL				
		29	33	43	47	43	40				235				

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 4/20/23

Agenda Item:

Board Policy and Administrative Regulation 3515: Campus Security

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

First Reading: Policy updated to include that the district regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure and the monitoring and response to suspicious and/or threatening digital media content. Policy also updated to reflect NEW LAW (SB 906, 2022) which requires certificated and classified employees of the district, and other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement. Additionally, policy also updated to include that anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator, and that school site council's be included with other stakeholders when identifying appropriate locations for the placement of surveillance cameras.

Administrative Regulation 3515 - Campus Security Regulation updated to reflect NEW LAW (AB 1352, 2021) which authorizes districts to request the Military Department, in consultation with the California Cybersecurity Integration Center (Cal-CSIC), to perform an independent security assessment of the district or an individual district school, NEW LAW (AB 2355, 2022) which requires districts that experience a cyberattack, which impacts more than 500 students or personnel, to report the cyberattack to Cal-CSIC, and NEW LAW (SB 906, 2022) which requires certificated and classified employees of the district, and other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement. Regulation also updated to provide that monitoring suspicious and/or threatening digital media content be part of the campus security plan and included in strategies to detect and intervene with school crime.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

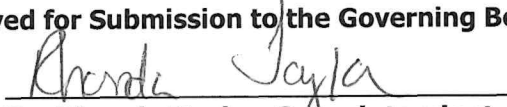
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

CAMPUS SECURITY

The Governing Board is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

*(cf. 4158/4258/4358—Employee Security)
(cf. 5131.5—Vandalism and Graffiti)
(cf. 5142—Safety)*

The Superintendent or designee shall develop campus security procedures, which may be included in the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

(cf. 0450—Comprehensive Safety Plan)

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

Reporting Threats

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

***Threat or perceived threat* means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.**

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator.

Surveillance Systems

In consultation with the district's **school site council**, safety planning committee, other relevant stakeholders, and staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students,

staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

~~(cf. 5131.1—Bus Conduct)~~
~~(cf. 5145.12—Search and Seizure)~~

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations around school buildings and grounds. These signs shall state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur and that the recordings may be used in disciplinary proceedings and/or referred to local law enforcement, as appropriate.

~~(cf. 5144—Discipline)~~
~~(cf. 5144.1—Suspension and Expulsion/Due Process)~~

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

~~(cf. 4112.6/4212.6/4312.6—Personnel Files)~~
~~(cf. 5125—Student Records)~~
~~(cf. 5125.1—Release of Directory Information)~~

Legal Reference:

EDUCATION CODE

~~17070-17079.30—Leroy F. Greene School Facilities Act, especially:~~

~~17075.50—Classroom security locks, new construction projects~~

~~17583—Classroom security locks, modernization projects~~

~~32020—Access gates~~

~~32211—Threatened disruption or interference with classes~~

~~32280-32289—School safety plans~~

~~35160—Authority of governing boards~~

~~35160.1—Broad authority of school districts~~

~~38000-38005—Security departments~~

~~49050-49051—Searches by school employees~~

~~49060-49079—Student records~~

PENAL CODE

~~469—Unauthorized making, duplicating or possession of key to public building~~

~~626-626.11—Disruption of schools~~

CALIFORNIA CODE OF REGULATIONS, TITLE 24

~~1010.1.9—Door operations~~

~~1010.1.11—Lockable doors from the inside~~

CALIFORNIA CONSTITUTION

~~Article 1, Section 28(c)—Right to Safe Schools~~

UNITED STATES CODE, TITLE 20

~~1232g—Family Educational Rights and Privacy Act~~

CODE OF FEDERAL REGULATIONS, TITLE 34

~~99.3—Definition of education records~~

COURT DECISIONS

~~*Brannum v. Overton County School Board* (2008) 516 F. 3d 489~~

New Jersey v. T.L.O. (1985) 469 U.S. 325
ATTORNEY GENERAL OPINIONS
83 Ops. Cal. Atty. Gen. 257 (2000)
75 Ops. Cal. Atty. Gen. 155 (1992)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Safe Schools: A Planning Guide for Action, 2002
NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS
The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, rev. 2005
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
FAQs on Photos and Videos under FERPA
WEB SITES
 CSBA: <http://www.csba.org>
 California Department of Education, Safe Schools Office: <http://www.ede.ca.gov/lr/ss>
 National Institute of Justice: <http://www.ojp.usdoj.gov/nij>
 National School Safety Center: <http://www.schoolsafety.us>
 U.S. Department of Education, Protecting Student Privacy: <https://studentprivacy.ed.gov>

<u>State</u>	<u>Description</u>
24 CCR 1010.2	Door operations
24 CCR 1010.2.8.2	Lockable doors from the inside
CA Constitution Article 1, Section 28	Right to Safe Schools
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17583	Classroom security locks; modernization projects
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32211	Threatened disruption or interference with classes
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts
Ed. Code 35266	Reporting of cyber attacks
Ed. Code 38000-38005	Security departments
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49060-49079	Student records
Ed. Code 49390-49395	Homicide threats
Gov. Code 11549.3	Independent security assessment
Pen. Code 469	Unauthorized making, duplicating or possession of key to public building
Pen. Code 626-626.11	Weapons on school grounds and other school crimes
Federal	Description
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.3	Definition of education records
US DOE Publication	FAQs on Photos and Videos under FERPA
Management Resources	Description
Attorney General Opinion	75 Ops. Cal. Atty. Gen. 155 (1992)
Attorney General Opinion	83 Ops. Cal. Atty. Gen. 257 (2000)
Court Decision	<i>Brannum v. Overton County School Board (2008) 516 F. 3d 489</i>
Court Decision	<i>New Jersey v. T.L.O. (1985) 469 U.S. 325</i>
California Department of Education Publication	<i>Safe Schools: A Planning Guide for Action Workbook, 2002</i>
National Institute of Justice Publication	<i>The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999</i>

<i>Website</i>	<i>CSBA District and County Office of Education Legal Services</i>
<i>Website</i>	<i>U.S. Department of Education, Protecting Student Privacy</i>
<i>Website</i>	<i>U.S. Department of Homeland Security, Fusion Centers</i> <i>(https://www.dhs.gov/fusion-centers)</i>
<i>Website</i>	<i>National Institute of Justice</i>
<i>Website</i>	<i>National School Safety Center</i>
<i>Website</i>	<i>California Department of Education, Safe Schools</i>
<i>Website</i>	<i>California Military Department (https://calguard.ca.gov/)</i>
<i>Website</i>	<i>California State Threat Assessment System</i> <i>(https://calstas.org/)</i>
<i>Website</i>	<i>CSBA</i>

Cross References

<u><i>Code</i></u>	<u><i>Description</i></u>
<i>0450</i>	<i>Comprehensive Safety Plan</i>
<i>1250</i>	<i>Visitors/Outsiders</i>
<i>1330.1</i>	<i>Joint Use Agreements</i>
<i>3000</i>	<i>Concepts And Roles</i>
<i>3440</i>	<i>Inventories</i>
<i>3515.2</i>	<i>Disruptions</i>
<i>3515.3</i>	<i>District Police/Security Department</i>
<i>3515.31</i>	<i>School Resource Officers</i>
<i>3515.4</i>	<i>Recovery For Property Loss Or Damage</i>
<i>3515.5</i>	<i>Sex Offender Notification</i>
<i>3515.7</i>	<i>Firearms On School Grounds</i>
<i>3516</i>	<i>Emergencies And Disaster Preparedness Plan</i>
<i>3516.2</i>	<i>Bomb Threats</i>
<i>3530</i>	<i>Risk Management/Insurance</i>
<i>4112.6</i>	<i>Personnel Files</i>
<i>4119.1</i>	<i>Civil And Legal Rights</i>
<i>4131</i>	<i>Staff Development</i>
<i>4158</i>	<i>Employee Security</i>
<i>4212.6</i>	<i>Personnel Files</i>
<i>4219.1</i>	<i>Civil And Legal Rights</i>
<i>4231</i>	<i>Staff Development</i>
<i>4258</i>	<i>Employee Security</i>
<i>4312.6</i>	<i>Personnel Files</i>
<i>4319.1</i>	<i>Civil And Legal Rights</i>
<i>4331</i>	<i>Staff Development</i>
<i>4358</i>	<i>Employee Security</i>
<i>5112.5</i>	<i>Open/Closed Campus</i>
<i>5116.2</i>	<i>Involuntary Student Transfers</i>
<i>5125</i>	<i>Student Records</i>
<i>5125</i>	<i>Student Records</i>
<i>5125.1</i>	<i>Release Of Directory Information</i>
<i>5125.1-E (1)</i>	<i>Release Of Directory Information</i>
<i>5131.1</i>	<i>Bus Conduct</i>
<i>5131.2</i>	<i>Bullying</i>
<i>5131.5</i>	<i>Vandalism And Graffiti</i>
<i>5131.7</i>	<i>Weapons And Dangerous Instruments</i>
<i>5137</i>	<i>Positive School Climate</i>
<i>5138</i>	<i>Conflict Resolution/Peer Mediation</i>
<i>5141.52</i>	<i>Suicide Prevention</i>
<i>5141.52</i>	<i>Suicide Prevention</i>
<i>5142</i>	<i>Safety</i>
<i>5144</i>	<i>Discipline</i>
<i>5144.1</i>	<i>Suspension And Expulsion/Due Process</i>

5145.12
5145.9
6142.4
6164.2
6184
7111
9321
9321-E (1)
9321-E (2)

Search And Seizure
Hate-Motivated Behavior
Service Learning/Community Service Classes
Guidance/Counseling Services
Continuation Education
Evaluating Existing Buildings
Closed Session
Closed Session
Closed Session

CAMPUS SECURITY

The Superintendent or designee shall develop a campus security plan which contributes to a positive school climate, fosters social and emotional learning and student well-being, and includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic.

2. Secure buildings and interior spaces from outsiders and discourage trespassing

These strategies may include installing locks, requiring visitor registration, providing staff and student identification tags, and patrolling places used for congregating and loitering.

~~(cf. 1250—Visitors/Outsiders)~~

~~(cf. 3515.2—Disruptions)~~

~~(cf. 5112.5—Open/Closed Campus)~~

3. **Secure the district's network infrastructure and web applications from cyberattacks**

These strategies may include performing an independent security assessment of the district's network infrastructure and selected web applications.

- 3 4. Discourage vandalism and graffiti

These strategies may include plans to immediately cover graffiti and implement campus beautification projects

~~(cf. 3515.4—Recovery for Property Loss or Damage)~~

~~(cf. 5131.5—Vandalism and Graffiti)~~

~~(cf. 5137—Positive School Climate)~~

~~(cf. 6142.4—Service Learning/Community Service Classes)~~

- 4 5. Control access to keys and other school inventory

~~(cf. 3440—Inventories)~~

- 5 6. Detect and intervene with school crime

These strategies may include creating a school watch program, increasing adult presence and supervision, establishing an anonymous crime reporting system,

monitoring suspicious and/or threatening digital media content, analyzing school crime incidents, and collaborating with local law enforcement agencies, including providing for law enforcement presence.

Additionally, all staff shall be made aware of their responsibilities regarding the immediate reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.

(cf. 3515.3—District Police/Security Department)
(cf. 3515.7—Firearms on School Grounds)
(cf. 3516.2—Bomb Threats)
(cf. 5116.2—Involuntary Student Transfers)
(cf. 5131.2—Bullying)
(cf. 5131.7—Weapons and Dangerous Instruments)
(cf. 5141.52—Suicide Prevention)
(cf. 5138—Conflict Resolution/Peer Mediation)
(cf. 5145.9—Hate Motivated Behavior)
(cf. 6164.2—Guidance/Counseling Services)

All staff shall receive training in building and grounds security procedures and emergency response.

(cf. 4131—Staff Development)
(cf. 4231—Staff Development)
(cf. 4331—Staff Development)

Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside. (Education Code 17075.50, 17583; 24 CCR 1010.1-92, 1010.1-112.8.2)

Keys

~~All~~ **The principal or designee shall be responsible for all keys used in a school shall be the responsibility of the principal or designee.** Keys shall be issued only to authorized employees who regularly need a key in order to carry out their job responsibilities.

The principal or designee shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

Keys shall never be loaned to students, parents/guardians, or volunteers, nor shall the master key ever be loaned.

Any person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

Regulation 3515
approved: February 13, 2020
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 4/20/23

Agenda Item:

Board Policy and Administrative Regulation 4112.2: Certification

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

First Reading: Regulation updated to expand the section on "Basic Skills Proficiency" to include a list of the ways a person may demonstrate basic skills proficiency, and reflect NEW LAW (AB 130, 2021) which exempts a person from the basic skills proficiency test requirement by earning at least a letter grade of B in qualifying coursework and, in conjunction with NEW LAW (AB 167, 2021), exempts a person from the basic skills proficiency test requirement if it is determined that a person has demonstrated proficiency through a combination of coursework, passage of a component(s) of the basic skills proficiency test, and other specified exams. Section also updated to reflect NEW LAW (AB 320, 2021) which impacts what is "qualifying coursework" by defining a "regionally accredited institution" to include an institution of higher education that held preaccreditation status at the time the degree of an applicant for a credential was conferred if the institution achieved full accreditation status within five years of earning preaccreditation status, in addition to an institution of higher education that has already been designated as regionally accredited at the time the degree of an applicant for a credential was conferred. Additionally, regulation updated to provide more detail for when an out-of-state prepared teacher is not required to meet the basic skills requirement within one year of being issued a California preliminary credential by the California Commission on Teacher Credentialing.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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


Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

CERTIFICATION

Verification of Credentials

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed in positions requiring certification qualifications possess the appropriate credential or permit, or other Commission on Teacher Credentialing (CTC) **and fulfill any additional state, federal, or district requirements for authorizing their employment in such positions.**

~~(cf. 4111/4211/4311—Recruitment and Selection)~~
~~(cf. 4112.21—Interns)~~
~~(cf. 4112.22—Staff Teaching English Language Learners)~~
~~(cf. 4112.23—Special Education Staff)~~
~~(cf. 4112.5/4312.5—Criminal Record Check)~~
~~(cf. 4113—Assignment)~~
~~(cf. 4121—Temporary/Substitute Personnel)~~
~~(cf. 5148—Child Care and Development)~~
~~(cf. 6178—Career Technical Education)~~
~~(cf. 6178.2—Regional Occupational Center/Program)~~
~~(cf. 6200—Adult Education)~~

~~The Superintendent or designee shall provide support and guidance to noncredentialed teachers in accordance with law to ensure the quality of the instructional program. He/she also may provide assistance and support to~~ **teachers** ~~staff~~ holding preliminary credentials to **enable** ~~help~~ them meet the qualifications required for the ~~professional~~ clear credential.

~~(cf. 4131—Staff Development)~~
~~(cf. 4131.1—Beginning Teacher Support/Induction)~~
~~(cf. 4138—Mentor Teachers)~~

~~All teachers of core academic subjects shall meet the requirements of the No Child Left Behind Act. (20 USC 6319, 7801; 5 CCR 6100-6125)~~

~~(cf. 4112.24—Teacher Qualifications Under the No Child Left Behind Act)~~

Priorities for Hiring Based on Unavailability of Credentialed Teacher

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher who is authorized in the subject or setting for each assignment or, when necessary, a fully prepared teacher serving on a local assignment option. Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7) ~~When a credentialed teacher or intern is not available, the district may request that the CTC issue a short-term staff permit, provisional internship permit (PIP), visiting faculty permit, emergency permit, or credential waiver under the conditions and limitations provided in state or federal law.~~

A candidate who enrolls in an approved intern program in the region of the district and possesses an intern credential

A candidate who is scheduled to complete preliminary credential requirements within six months and who is granted a provisional internship permit (PIP) or short-term staff permit issued by CTC

~~When requesting a PIP, T~~he Board shall approve, as an action item at an **open** public Board meeting, a notice of intent to employ **a PIP** the applicant ~~in the identified~~ **for a specific** position. (5 CCR 80021.1)

An individual who has been granted a credential waiver by CTC

Prior to requesting that CTC issue an emergency permit or a limited assignment permit, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled open Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

~~Before requesting a visiting faculty permit or emergency permit, the Board shall annually approve a Declaration of Need for Fully Qualified Educators as an action item at a regularly scheduled public Board meeting. (Education Code 44300.1; 5 CCR 80026)~~

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate, the Board shall revise and resubmit the Declaration of Need.

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

- 1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction**
- 2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived**

3. Is teaching in the field of discipline of the teacher's certification

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USD 6312)

Legal Reference:

EDUCATION CODE

~~8360-8370 Qualifications of child care personnel~~
~~32340-32341 Unlawful issuance of a credential~~
~~35186 Complaints regarding teacher vacancy or misassignment~~
~~41520-41522 Teacher Credentialing Block Grant~~
~~42647 Eligibility to issue warrants~~
~~44066 Limitations on certification requirements~~
~~44200-44399 Teacher credentialing, especially:~~
~~44250-44277 Credential types; minimum requirements~~
~~44279.1-44279.7 Beginning Teacher Support and Assessment Program~~
~~44300-44302 Emergency permits and visiting faculty permits~~
~~44320.2 Teachers' performance assessment~~
~~44325-44328 District interns~~
~~44330-44355 Certificates and credentials~~
~~44380-44387 Alternative certification program~~
~~44395-44399 National Board for Professional Teaching Standards~~
~~44420-44440 Revocation and suspension of credentials~~
~~44450-44468 University internship program~~
~~44560-44562 Certificated Staff Mentoring Program~~
~~44735 Teaching as a Priority Block Grant~~
~~44830-44929 Employment of certificated persons; requirement of proficiency in basic skills~~
~~56060-56063 Substitute teachers in special education~~

CODE OF REGULATIONS, TITLE 5

~~6100-6125 Teacher qualifications, No Child Left Behind Act~~
~~80001-80674.6 Commission on Teacher Credentialing~~

UNITED STATES CODE, TITLE 20

~~6311 Parental notifications~~
~~6312 Title I local educational agency plan~~
~~6319 Highly qualified teachers~~
~~7801 Definitions, highly qualified teacher~~

CODE OF FEDERAL REGULATIONS, TITLE 34

~~200.55-200.57 Highly qualified teachers~~
~~200.61 Parent notification regarding teacher qualifications~~

COURT DECISIONS

Association of Mexican American Educators et al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F.Supp. 1534

Management Resources:

COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE

~~08-11 Approval of Amendments to Title 5 Regulations Pertaining to Multiple Subject, Single Subject or Education Specialist Short Term Staff Permit, July 18, 2008~~
~~08-09 New Online Credential View and Print Process, July 3, 2008~~
~~07-23 Visiting Faculty Permit, December 14, 2007~~
~~07-19 Designated Subjects Career Technical Education Teaching Credential, December 14, 2007~~

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

~~Teacher Supply in California: A Report to the Legislature, April 2008~~
~~Standards of Quality and Effectiveness for Professional Teacher Induction Programs, June 2008~~
~~The Administrator's Assignment Manual, rev. September 2007~~

Standards of Quality and Effectiveness for Professional Teacher Preparation Programs, rev. March 2007

California Standards for the Teaching Profession, July 1997

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants, rev. October 5, 2006

WEB SITES

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

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

California Teacher Credentialing Examinations: <http://www.etcexams.nesinc.com>

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

Commission on Teacher Credentialing, *Commission's Information Guide (for employers' use only)*:
<http://www.etc.ca.gov/credentials/cig>

National Board for Professional Teaching Standards: <http://www.nbpts.org>

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

State

5 CCR 80001-80674.6

Ed. Code 32340-32341

Ed. Code 35186

Ed. Code 44066

Ed. Code 44200-44418

Ed. Code 44250-44277

Ed. Code 44300-44302

Ed. Code 44325-44328

Ed. Code 44330-44355

Ed. Code 44420-44440

Ed. Code 44450-44468

Ed. Code 44830-44929

Ed. Code 56060-56063

Ed. Code 8295-8305

Federal

20 USC 6312

34 CFR 200.61

Management Resources

Commission on Teacher Credentialing Publication

Commission on Teacher Credentialing Publication

Commission on Teacher Credentialing Publication

Commission on Teacher Credentialing Publication

Commission on Teacher Credentialing Publication

Commission on Teacher Credentialing Publication

Commission on Teacher Credentialing Publication

Commission on Teacher Credentialing Publication

Commission on Teacher Credentialing Publication

Commission on Teacher Credentialing Publication

Description

Commission on Teacher Credentialing

Unlawful issuance of a credential

Complaints regarding teacher vacancy or misassignment

Limitations on certification requirements

Teacher credentialing

Credentials and assignment of teachers

Emergency permit

District interns

Certificates and credentials

Revocation and suspension of credentials

University internship program

Employment of certificated persons; requirement of proficiency in basic skills

Substitute teachers in special education

Child development program personnel qualifications

Description

Title I local educational agency plans; notifications regarding teacher qualifications

Parent notification regarding teacher qualifications

Description

Waiver Requests Guidebook, 2015

Credential Information Guide

Assembly Bill 320: Regional Accreditation for

Coursework and Degrees Used for Certification

Purposes, Credential Information Alert 22-02, March 1, 2022

Proposed Amendments and Additions to Title 5 of the California Code of Regulations Pertaining to Subject Matter Competence, Coded Correspondence 21-06, September 20, 2021

Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013

Approved Addition and Amendments to Title 5 of the California Code of Regulations Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, Aug 23, 2016

California Standards for the Teaching Profession, 2009

CL-667 Basic Skills Requirement

CL-856 Provisional Internship Permit

CL-858 Short-Term Staff Permit

Commission on Teacher Credentialing Publication	Subject Matter Authorization Guideline Book, December 2019
Commission on Teacher Credentialing Publication	Supplementary Authorization Guideline Book, December 2019
Commission on Teacher Credentialing Publication Court Decision	The Administrator's Assignment Manual, 2021 Association of Mexican-American Educators et al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F.Supp. 1534
Nat'l Board for Prof. Teaching Stds. Publication	Using Federal Funds for National Board Activities: An Action-Planning Guide
Nat'l Board for Prof. Teaching Stds. Publication	Considerations for Using Federal Funds to Support National Board Certification
Website	California Department of Education, CA NBPTS Certification Incentive Program 2021-26 (https://www.cde.ca.gov/pd/ps/nbptsprogram.asp)
Website	National Board Resource Center
Website	National Board for Professional Teaching Standards
Website	Commission on Teacher Credentialing
Website	Commission on Teacher Credentialing, Credential Information Guide (for employers' use only)
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
3580	District Records
3580	District Records
4111	Recruitment And Selection
4112	Appointment And Conditions Of Employment
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.5	Criminal Record Check
4112.5-E (1)	Criminal Record Check
4112.6	Personnel Files
4113	Assignment
4113	Assignment
4114	Transfers
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4119.21	Professional Standards
4119.21-E (1)	Professional Standards
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
4131.1	Teacher Support And Guidance
4131.1	Teacher Support And Guidance
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.3	Professional Leaves

4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4212.5	Criminal Record Check
4212.5-E (1)	Criminal Record Check
4212.6	Personnel Files
4219.21	Professional Standards
4219.21-E (1)	Professional Standards
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4261.11	Industrial Accident/Illness Leave
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
4312.5	Criminal Record Check
4312.5-E (1)	Criminal Record Check
4312.6	Personnel Files
4317.14	Postretirement Employment
4319.21	Professional Standards
4319.21-E (1)	Professional Standards
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.8	Family Care And Medical Leave
5145.6	Parental Notifications
5145.6-E (1)	Parental Notifications
5148	Child Care And Development
5148	Child Care And Development
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E (1)	Certificate Of Proficiency/High School Equivalency
6158	Independent Study
6158	Independent Study
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.1	Library Media Centers
6164.2	Guidance/Counseling Services
6170.1	Transitional Kindergarten
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6183	Home And Hospital Instruction
6200	Adult Education
6200	Adult Education

CERTIFICATION

Verification of Credentials

The Superintendent or designee shall verify that each employee in a position requiring certification qualifications possesses a valid credential or permit issued by the Commission on Teacher Credentialing (CTC). Such verification shall occur not later than 60 days after the commencement of employment or the renewal of a credential. (Education Code 44857)

~~(cf. 4112.21—Interns)~~

~~(cf. 4112.22—Staff Teaching English Language Learners)~~

~~(cf. 4112.23—Special Education Staff)~~

~~(cf. 4112.24—Teacher Qualifications Under the No Child Left Behind Act)~~

~~(cf. 4121—Temporary/Substitute Personnel)~~

~~(cf. 5148—Child Care and Development)~~

~~(cf. 6178—Career Technical Education)~~

~~(cf. 6178.2—Regional Occupational Center/Program)~~

~~(cf. 6200—Adult Education)~~

The Superintendent or designee shall verify that any person who is employed by the district while CTC is processing the application for certification possesses a temporary certificate based on a demonstration of basic skills and completion of a criminal background check. (Education Code 44332, 44332.5, 44332.6)

The Superintendent or designee shall maintain records of the appropriate certification of all employees serving in certificated positions.

~~(cf. 3580—District Records)~~

~~(cf. 4112.6/4212.6/4312.6—Personnel Records)~~

Basic Skills Proficiency

The district shall not initially hire **a person in a position requiring certification**, on a permanent, temporary, or substitute basis, ~~a certificated person seeking employment in the capacity designated in his/her credential~~ unless that person has demonstrated basic skills proficiency in reading, writing, and mathematics or is specifically exempted from the requirement by law. (Education Code 44252, 44252.6, 44830)

A person may demonstrate basic skills proficiency in reading, writing, and mathematics by:

- 1. Passage of the California Basic Educational Skills Test (CBEST) (Education Code 44252.5)**
- 2. Passage of the California Subject Examinations for Teachers plus Writing Skills Examination**
- 3. Passage of the California State University (CSU) Early Assessment Program or the CSU Placement Examinations (Education Code 44252)**
- 4. Achieving a qualifying score on the Scholastic Aptitude Test or the American College Test (Education Code 44252)**

5. **Achieving a qualifying score on College Board Advanced Placement Examinations**
6. **Passage of a basic skills examination from another state**
7. **Qualifying coursework (Education Code 44252)**
8. **Qualifying coursework and exams (Education Code 44252)**

The district may hire a certificated employee who has not taken a test of basic skills proficiency if the employee has not yet been afforded the opportunity to take the test, provided that the employee takes the test at the earliest opportunity. The employee may remain employed by the district pending the receipt of the test results. (Education Code 44830)

An out-of-state prepared teacher shall meet the basic skills requirement within one year of being issued a California preliminary credential by the CTC unless **the teacher** has completed a basic skills proficiency test in another state, **passed a basic skills proficiency test developed and administered by the district, by cooperating districts or by the county office of education (COE), or is otherwise exempted by law. The district shall develop a basic skills proficiency test** ~~An out-of-state prepared teacher applying to the CTC for a one-year nonrenewable credential pending completion of the basic skills requirement shall pass the district's basic skills proficiency test~~ which ~~shall be~~ **is** at least equivalent to the district test required for high school graduation, **for purposes of assessing out-of-state prepared teachers pending completion of the basic skills requirement.** (Education Code 44252, 44274.2; 5 CCR 80071.4, 80413.3)

~~(cf. 6146.1 High School Graduation Requirements)
(cf. 6146.2 Certificate of Proficiency)
(cf. 6162.5 High School Exit Examination)~~

Any person holding or applying for a "designated subjects special subjects" credential which does not require possession of a bachelor's degree shall pass a district proficiency test in lieu of meeting the state basic skills proficiency requirement. (Education Code 44252, 44830)

The district may charge a fee to cover the costs of developing, administering, and grading the district proficiency test. (Education Code 44252, 44830)

Short-Term Staff Permit

The district may request that the CTC issue a short-term staff permit (STSP) to an **qualified** applicant ~~who meets the qualifications specified in 5 CCR 80021~~ whenever there is a need to immediately fill a classroom based on unforeseen circumstances, including, but not limited to: (5 CCR 80021)

1. Enrollment adjustments requiring the addition of another teacher
2. Inability of the teacher of record to finish the school year due to approved leave or illness
3. The applicant's need for additional time to complete preservice requirements for enrollment into an approved internship program

4. Inability of the applicant to enroll in an approved internship program due to timelines or lack of space in the program
5. Unavailability of a third-year extension of an internship program or the applicant's withdrawal from an internship program

The Superintendent or designee shall ensure that the applicant possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021 for the multiple subject, single subject, or education specialist STSP as appropriate. (5 CCR 80021)

When requesting issuance of an STSP, the district shall submit to the CTC: (5 CCR 80021)

1. Verification that ~~the District~~ **the District** has conducted a local recruitment for the permit being requested
2. Verification that ~~the District~~ **the District** has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit

(cf. 4131—Staff Development)

3. Written justification for the permit signed by the Superintendent or designee

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

Provisional Internship Permit

Before requesting ~~The district may request that the CTC issue a provisional internship permit (PIP), the District shall conduct to an applicant who meets the qualifications specified in 5 CCR 80021.1 whenever a suitable credentialed teacher cannot be found after a diligent search for a suitable credentialed teacher or intern, including, but not limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. The district shall verify all of the following:~~ (5 CCR 80021.1, 80026.5)

Whenever a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may request that the CTC issue a PIP to an applicant who possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021.1 for the multiple subject, single subject, or education specialist PIP as appropriate. (5 CCR 80021.1)

When submitting the request for a PIP, the district shall provide verification of all of the following: (5 CCR 80021.1, 80026.5)

1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.

~~The search shall include, but not be limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media.~~

~~(cf. 4111/4211/4311 Recruitment and Selection)~~

2. Orientation, guidance, and assistance shall be provided to the permit holder as specified in 5 CCR 80026.5.

The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. **The permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or COE and who has completed at least three years of full-time classroom teaching experience.** ~~The Superintendent or designee shall assign an experienced educator to guide and assist the permit holder.~~

3. The district shall assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.

4. The district shall assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.

5. A notice of intent to employ the applicant in the identified position has been made public.

The district shall submit a copy of the agenda item presented at **an open public** ~~public~~ Governing Board meeting which shall state the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that ~~he/she~~ **the applicant** will be teaching, and that the applicant will be employed on the basis of a PIP. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. The candidate has been apprised of steps to earn a credential and enroll in an internship program.

The holder of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021.1)

Teaching Permit for Statutory Leave

Whenever there is an anticipated need for the district to temporarily fill the teaching assignment of a teacher of record who will be on sick leave, differential sick leave, industrial accident or illness leave, pregnancy disability leave, or family care and medical leave under the federal Family and Medical Leave Act or California Family Rights Act, the Superintendent or designee may request that CTC issue a Teaching Permit for Statutory Leave (TPSL) to a qualified individual who will be serving as the interim teacher of record. Prior to submitting an application to CTC, the district shall provide the applicant with 45 hours of preparation in the content areas listed in 5 CCR 80022. (5 CCR 80022)

A request for the TPSL shall only be submitted if the district has made reasonable efforts to hire a substitute with a full teaching credential that matches the setting and/or subject for the statutory leave position and no such candidate is available. (5 CCR 80022)

The district shall verify to CTC that it will provide the interim teacher: (5 CCR 80022)

- 1. An orientation to the assignment before or during the first month of service in the statutory leave assignment**
- 2. An average of two hours of mentoring, support, and/or coaching per week through a system of support coordinated and/or provided by a mentor who possesses a valid life or clear credential that would also authorize service in the statutory leave assignment**
- 3. Lesson plans for the first four weeks of the assignment as well as continued assistance in the development of curriculum, lesson planning, and individualized education programs**

The holder of the TPSL may serve as the interim teacher of record for up to the full length of the leave(s) during the school year. (5 CCR 80022)

The Superintendent or designee shall maintain documentation on the assignment in accordance with 5 CCR 80022 and shall annually report data on the use of the TPSL to the County Superintendent of Schools for assignment monitoring pursuant to Education Code 44258.9. (5 CCR 80022)

The Superintendent or designee may annually request renewal of the TPSL, provided that no substitute with a full teaching credential is available for the assignment. The application for each reissuance shall include verification that the interim teacher has completed an additional 45 hours of preparation and the district is continuing to provide mentoring in accordance with items #2-3 above. (5 CCR 80022)

~~Credential Waiver/~~Long-Term Emergency Permits

As necessary, the Superintendent or designee may request that he CTC issue an emergency resource specialist permit, emergency teacher librarian services permit,

emergency cross cultural language and academic development (CLAD) permit, or emergency bilingual authorization permit. (5 CCR 80024.3.1, 80024.6, 80024.7, 80024.8)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation which, to the extent reasonably feasible, shall occur before beginning a teaching assignment. The Superintendent or designee may vary the nature, content, and duration of the orientation to match the amount of training and experience previously completed by the emergency permit teacher. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction and classroom management at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or COE and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)

~~If a teacher who has completed a teacher preparation program is unavailable for an assignment, the district shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)~~

- ~~1. A candidate who is qualified to participate in and enrolls in an approved internship program in the region of the district~~
- ~~2. A candidate who is scheduled to complete preliminary credential requirements within six months and who is provided orientation, guidance, and assistance by the district~~

~~If an individual who meets the criteria specified in item #1 or 2 above is not available to the district, the district may, as a last resort, request from the CTC a credential waiver or an emergency permit for the assignment of an individual who does not meet those criteria. (Education Code 44225.7; 5 CCR 80023-80023.2, 80026)~~

~~The district may request an emergency permit authorizing resource specialist, Crosscultural, Language and Academic Development (CLAD), bilingual, or teacher librarian services.~~

~~In order to request an emergency permit, the district shall annually submit a Board approved Declaration of Need for Fully Qualified Educators on a form provided by the CTC. The declaration shall include certification that the district has made reasonable efforts to recruit a fully prepared teacher for the assignment. (Education Code 44225.7; 5 CCR 80023.2, 80026)~~

~~The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation to teaching which, to the extent reasonably feasible, shall occur before he/she begins a teaching assignment. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)~~

~~(cf. 4117.14/4317.14 Postretirement Employment)~~

Emergency Substitute Teaching Permits

The district may employ a **person whose credential or permit authorizes substitute teaching services, provided that:** ~~for day-to-day substitute teaching, at any grade level, a person with an emergency substitute permit issued by the CTC with the following restrictions:~~

1. A person holding an emergency 30-day substitute permit, **STSP, PIP, TPSL**, or any valid teaching or services credential that requires at least a bachelor's degree and completion of the CBEST, shall not serve as a substitute for more than 30 days for any one teacher during the school year. ~~He/she shall not serve~~ **or** as a substitute in a special education classroom for more than 20 days for any one teacher during the school year. (5 CCR 80025, 80025.3, 80025.4)
2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)
3. A person with an emergency substitute **teaching** permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)
4. A person with an emergency **designated subjects 30-day** substitute **teaching** permit for career technical education shall teach only in a program of technical, trade, or vocational education and not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)

Before employing a person with an emergency substitute permit pursuant to item #1 or 4 above, the Superintendent or designee shall prepare and keep on file a signed Statement of Need for the school year. The Statement of Need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 4/20/23

Agenda Item:

Board Policy and Administrative Regulation 5142: Safety

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

First Reading: Policy updated to reflect NEW LAW (P.L. 117-159) which requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online practices and recommendations to improve schoolsafety, and include that the district regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure and the monitoring and response to suspicious and/or threatening digital media content.

Administrative Regulation 5142 - Safety Regulation updated to reflect NEW LAW (SB 906, 2022) which requires certificated and classified employees of the district, and other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement, and add language regarding staff responsibilities and training to align with requirement to report potential homicidal acts. Regulation also updated to add language that anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator, reflect NEW LAW (AB 2028, 2022) which authorizes the Board of an elementary, intermediate, junior high, or high school to assist local law enforcement, nonprofit associations or organizations such as the Girls Scouts, Boys Scouts, and parent-teacher associations, and public agencies that provide safety instruction related to using electric, motorized, or nonmotorized bicycles and scooters, to provide such safety instruction to district students, and NEW LAW (AB 1946, 2022) which requires the Department of the California Highway Patrol to develop, and post on its web site, by September 1, 2023, statewide safety and training programs based on evidencebased practices for users of electric bicycles, including general riding safety, emergency maneuver skills, rules of the road, and laws pertaining to electric bicycles.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

- Informational
- Discussion
- Approval
- Adoption

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

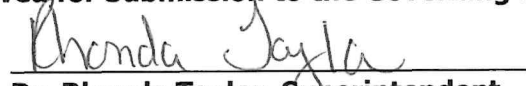
Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa DeRosier, Executive Assistant



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

SAFETY

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and promotes student safety and well-being. Appropriate measures shall be implemented to minimize the risk of harm to students, including, but not limited to, protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, and guiding student participation in educational programs, and school-sponsored activities.

~~(cf. 0450—Comprehensive Safety Plan)~~
~~(cf. 3320—Claims and Actions Against the District)~~
~~(cf. 3514—Environmental Safety)~~
~~(cf. 3514.1—Hazardous Substances)~~
~~(cf. 3514.2—Integrated Pest Management)~~
~~(cf. 3515—Campus Security)~~
~~(cf. 3515.21—Unmanned Aircraft Systems (Drones))~~
~~(cf. 3516—Emergencies and Disaster Preparedness Plan)~~
~~(cf. 3530—Risk Management/Insurance)~~
~~(cf. 3542—School Bus Drivers)~~
~~(cf. 3543—Transportation Safety and Emergencies)~~
~~(cf. 4119.42/4219.42/4319.42—Exposure Control Plan for Bloodborne Pathogens)~~
~~(cf. 4119.43/4219.43/4319.43—Universal Precautions)~~
~~(cf. 5131—Conduct)~~
~~(cf. 5131.1—Bus Conduct)~~
~~(cf. 5141—Health Care and Emergencies)~~
~~(cf. 5141.22—Infectious Diseases)~~
~~(cf. 5142.1—Identification and Reporting of Missing Children)~~
~~(cf. 5143—Insurance)~~
~~(cf. 6145.2—Athletic Competition)~~
~~(cf. 6161.3—Toxic Art Supplies)~~
~~(cf. 6163.2—Animals at School)~~
~~(cf. 7111—Evaluating Existing Buildings)~~

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district’s processes and procedures related to the protection of the district’s network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

School staff shall be responsible for the proper supervision of students at all times when students are subject to district rules, including, but not limited to, during school hours, school-sponsored activities, before and after-school programs, morning drop-off and afternoon pick-up, and while students are using district-**provided** transportation.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety and emergency procedures, as well as injury and disease prevention.

~~(cf. 5141.7—Sun Safety)~~
~~(cf. 6142.8—Comprehensive Health Education)~~

Crossing Guards/Student Safety Patrol

To assist students in safely crossing streets adjacent to or near school sites, the Board may establish a student safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.

(ref. 5142.2—Safe Routes to School Program)

Student Identification Cards and Safety Information

Student identification cards of students in grades 7-12 shall have printed on them safety information, including the following: (Education Code 215.5, 217)

- 1. The National Suicide Prevention Lifeline telephone number and, at the district's discretion, the Crisis Text Line and/or a local suicide prevention hotline telephone number**
- 2. The National Domestic Violence Hotline**

Legal Reference:

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<i>State</i>	<i>Description</i>
<i>5 CCR 14030</i>	<i>Preliminary procedure,; planning and approval of school facilities</i>
<i>5 CCR 14103</i>	<i>Authority of the driver</i>
<i>5 CCR 202</i>	<i>Exclusion of students with a contagious disease</i>
<i>5 CCR 5531</i>	<i>Supervision of extracurricular activities of students</i>
<i>5 CCR 5552</i>	<i>Playground supervision</i>
<i>5 CCR 5570</i>	<i>When school shall be open and teachers present</i>
<i>5 CCR 570-576</i>	<i>School safety patrols</i>
<i>Ed. Code 17280-17317</i>	<i>Field Act; approval of plans and supervision of construction</i>
<i>Ed. Code 17365-17374</i>	<i>Field Act; fitness for occupancy; liability of board members</i>
<i>Ed. Code 215.5</i>	<i>Student identification cards; safety information</i>
<i>Ed. Code 32001</i>	<i>Fire alarms and drills</i>
<i>Ed. Code 32020</i>	<i>School gates; entrances for emergency vehicles</i>
<i>Ed. Code 32030-32034</i>	<i>Eye safety</i>
<i>Ed. Code 32040</i>	<i>Duty to equip school with first aid kit</i>
<i>Ed. Code 32225-32226</i>	<i>Communications devices in classrooms</i>
<i>Ed. Code 32240-32245</i>	<i>Lead-Safe Schools Protection Act</i>
<i>Ed. Code 32250-32254</i>	<i>CDE School Safety and Security Resource Unit</i>
<i>Ed. Code 32280-32289.5</i>	<i>School safety plans</i>
<i>Ed. Code 35179.6</i>	<i>School-sponsored on-campus event in or around swimming pool</i>
<i>Ed. Code 38134</i>	<i>Use of school property</i>
<i>Ed. Code 44807</i>	<i>Teachers' duty concerning conduct of students</i>
<i>Ed. Code 44808</i>	<i>Exemption from liability when students are not on school property</i>

<i>Ed. Code 44808.5</i>	<i>Permission for high school students to leave school grounds; notice</i>
<i>Ed. Code 45450-45451</i>	<i>Crossing guards</i>
<i>Ed. Code 48900</i>	<i>Grounds for suspension or expulsion</i>
<i>Ed. Code 49300-49307</i>	<i>School safety patrols</i>
<i>Ed. Code 49330-49335</i>	<i>Injurious objects</i>
<i>Ed. Code 49341</i>	<i>Hazardous materials in school science laboratories</i>
<i>Ed. Code 49390-49395</i>	<i>Homicide threats</i>
<i>Ed. Code 51202</i>	<i>Instruction in personal and public health and safety</i>
<i>Ed. Code 51860</i>	<i>Time and facilities for bicycle and scooter safety instruction</i>
<i>Ed. Code 8482-8484.665</i>	<i>After School Education and Safety Program</i>
<i>Gov. Code 810-996.6</i>	<i>California Tort Claims Act</i>
<i>H&S Code 115725-115735</i>	<i>Playground safety</i>
<i>H&S Code 115775-115800</i>	<i>Wooden playground equipment</i>
<i>H&S Code 116046</i>	<i>Issuance of best practices guidelines for K-12 pool safety</i>
<i>Pen. Code 245.6</i>	<i>Hazing</i>
<i>Pub. Res. Code 5411</i>	<i>Purchase of playground equipment usable by persons with disabilities</i>
<i>Streets and Highways Code 894</i>	<i>Statewide safety and training programs; electric bicycles</i>
<i>Veh. Code 21100</i>	<i>Rules and regulations; crossing guards</i>
<i>Veh. Code 21212</i>	<i>Use of helmets</i>
<i>Veh. Code 42200</i>	<i>Fines and forfeitures; disposition by cities</i>
<i>Veh. Code 42201</i>	<i>Fines and forfeitures; disposition by counties</i>
<i>Vehicle Code 21201</i>	<i>Rules for operation of bicycle on roadway</i>
<u><i>Federal</i></u>	<u><i>Description</i></u>
<i>6 USC 665k</i>	<i>Federal Clearinghouse on School Safety Evidence-Based Practices</i>
<u><i>Management Resources</i></u>	<u><i>Description</i></u>
<i>American Society for Testing and Materials Publication</i>	<i>ASTM F1 1487-21, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, 2017</i>
<i>California Department of Education Publication</i>	<i>Science Safety Handbook for California Public Schools, 2014</i>
<i>Court Decision</i>	<i>Knight v. Jewett, (1992) 3 Cal.4th 296, 313</i>
<i>Court Decision</i>	<i>Lane v. City of Sacramento, (2010) 183 Cal. App. 4th 1337</i>
<i>Court Decision</i>	<i>J.H. v. Los Angeles Unified School District, (2010) 183 Cal.App.4th 123</i>
<i>Court Decision</i>	<i>Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990</i>
<i>Court Decision</i>	<i>Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741</i>
<i>Court Decision</i>	<i>Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508</i>
<i>Court Decision</i>	<i>Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138</i>
<i>U.S. Consumer Product Safety Comm Publication Website</i>	<i>Public Playground Safety Handbook, 2010</i>
<i>Website</i>	<i>CSBA District and County Office of Education Legal Services</i>
<i>Website</i>	<i>National Recreation and Park Association, Certified Playground Safety Inspector Certification</i>
<i>Website</i>	<i>U.S. Department of Education, Safe Schools</i>
<i>Website</i>	<i>American Society for Testing and Materials</i>
<i>Website</i>	<i>U.S. Consumer Product Safety Commission</i>
<i>Website</i>	<i>U.S. Department of Homeland Security, Fusion Centers (https://www.dhs.gov/fusion-centers)</i>
<i>Website</i>	<i>U.S. Environmental Protection Agency</i>

Website
Website
Website

Website
Website

California Department of Education, Safe Schools
California Department of Public Health
California State Threat Assessment System
(<https://calstas.org/>)
Centers for Disease Control and Prevention
CSBA

Cross References

Code

0450
1250
1330.1
3260
3452
3512
3512-E(1)
3514
3514.1
3515
3515.21
3515.5
3516
3516.5
3530
4119.42
4119.42-E(1)
4219.42
4219.42-E(1)
4319.42
4319.42-E(1)
5020
5021
5131
5131.1
5131.4
5137
5138
5141
5141.22
5141.23
5141.4
5141.52
5141.7
5142.1
5142.2
5143
5144
5144.1
5145.11
5145.13
6142.8
6142.93
6145.2
6153
6163.2
7110

Description

Comprehensive Safety Plan
Visitors/Outsiders
Joint Use Agreements
Fees And Charges
Student Activity Funds
Equipment
Equipment
Environmental Safety
Hazardous Substances
Campus Security
Unmanned Aircraft Systems (Drones)
Sex Offender Notification
Emergencies And Disaster Preparedness Plan
Emergency Schedules
Risk Management/Insurance
Exposure Control Plan For Bloodborne Pathogens
Exposure Control Plan For Bloodborne Pathogens
Exposure Control Plan for Bloodborne Pathogens
Exposure Control Plan for Bloodborne Pathogens
Exposure Control Plan for Bloodborne Pathogens
Parent Rights And Responsibilities
Noncustodial Parents
Conduct
Bus Conduct
Student Disturbances
Positive School Climate
Conflict Resolution/Peer Mediation
Health Care And Emergencies
Infectious Diseases
Asthma Management
Child Abuse Prevention And Reporting
Suicide Prevention
Sun Safety
Identification And Reporting Of Missing Children
Safe Routes To School Program
Insurance
Discipline
Suspension And Expulsion/Due Process
Questioning And Apprehension By Law Enforcement
Response To Immigration Enforcement
Comprehensive Health Education
Science Instruction
Athletic Competition
School-Sponsored Trips
Animals At School
Facilities Master Plan

EDUCATION CODE

8482-8484.6 After-School Education and Safety Program
17280-17317 Building approvals (Field Act)
17365-17374 Fitness of school facilities for occupancy
32001 Fire alarms and drills
32020 School gates; entrances for emergency vehicles
32030-32034 Eye safety
32040 First aid equipment
32225-32226 Two-way communication devices in classrooms
32240-32245 Lead-free schools
32250-32254 CDE school safety and security resources unit
32280-32289 Safety plans
44807 Duty of teachers concerning conduct of students
44808 Exemption from liability when students are not on school property
44808.5 Permission for students to leave school grounds; notice (high school)
45450-45451 Crossing guards
48900 Hazing
49300-49307 School safety patrol
49330-49335 Injurious objects
49341 Hazardous materials in school science laboratories
51202 Instruction in personal and public health and safety

GOVERNMENT CODE

810-996.6 California Tort Claims Act

HEALTH AND SAFETY CODE

115725-115735 Playground safety
115775-115800 Wooden playground equipment
116046 Issuance of best practices guidelines for K-12 pool safety

PENAL CODE

245.6 Hazing

PUBLIC RESOURCES CODE

5411 Purchase of equipment usable by physically disabled persons **with disabilities**

VEHICLE CODE

21100 Rules and regulations; crossing guards
21201 Rules for operation of bicycle on roadway
21212 Use of helmets
42200 Fines and forfeitures, disposition by cities
42201 Fines and forfeitures, disposition by counties

CODE OF REGULATIONS, TITLE 5

202 Exclusion of students with a contagious disease
570-576 School safety patrols
5531 Supervision of social activities
5552 Playground supervision
5570 When school shall be open and teachers present
14030 Standards for development of plans for the design and construction of school facilities
14103 Bus driver; authority over pupils

COURT DECISIONS

J.H. v. Los Angeles Unified School District, (2010) 183 Cal. App. 4th 123
Lane v. City of Sacramento, (2010) 183 Cal. App. 4th 1337
Wiener v. Southeast Childcare Centers, (2004) 32 Cal. 4th 1138
Kahn v. East Side Union High School District, (2003) 31 Cal. 4th 990
Knight v. Jewett, (1992) 3 Cal. 4th 296, 313
Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508
Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741

Management Resources:

AMERICAN SOCIETY FOR TESTING AND MATERIALS

F-1487-05, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Safety Handbook for California Public Schools, 2014
U.S. CONSUMER PRODUCT SAFETY COMMISSION PUBLICATIONS
Public Playground Safety Handbook, 2010

WEB SITES

American Society for Testing and Materials: <http://www.astm.org>

California Department of Education, Safe Schools Office: <http://www.ede.ca.gov/ls/ss>

California Department of Public Health: <http://www.cdph.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Environmental Protection Agency: <http://www.epa.gov>

U.S. Consumer Product Safety Commission: <http://www.epsc.gov>

U.S. Department of Education, Safe Schools: <http://www.ed.gov/about/offices/list/osep/gtss.html>

SAFETY

At eEach school, the principal or designee shall establish emergency procedures, rules for student conduct, and rules for the safe and appropriate use of school facilities, equipment, and materials, consistent with law, Board policy, and administrative regulation. The rules shall be communicated to students, distributed to parents/legal guardians, and readily available at the school at all times.

*(ef. 0450—Comprehensive Safety Plan)
(ef. 5131—Conduct)
(ef. 5144—Discipline)*

Release of Students

Students shall be released during the school day only to the custody of an adult who is one of the following:

- 1. The student's custodial parent/legal guardian-

(ef. 5021—Noncustodial Parents)

- 2. An adult authorized on the student's emergency card as ~~someone~~ **an individual** to whom the student may be released when the custodial parent/guardian cannot be reached, provided the principal or designee verifies the adult's identity-

(ef. 3516—Emergencies and Disaster Preparedness Plan)

- 3. An authorized law enforcement officer acting in accordance with law-

*(ef. 5141.4—Child Abuse Prevention and Reporting)
(ef. 5145.11—Questioning and Apprehension by Law Enforcement)
(ef. 5145.13—Response to Immigration Enforcement)*

- 4. An adult taking the student to emergency medical care at the request of the principal or designee

(ef. 5141—Health Care and Emergencies)

Supervision of Students

Every teacher shall hold students to a strict account for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

The principal or designee shall require all individuals supervising students to remain alert for unauthorized persons and dangerous conditions, and promptly report any unusual incidents to the principal or designee and file a written report as appropriate.

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of

grades 6-12, as part of a middle or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

Threat or perceived threat means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator.

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Clearly identify supervision zones and require all playground supervisors to remain at a location from which they can observe their entire zone of supervision and be observed by students in the supervision zone
2. Consider the size of the playground area, the number of areas that are obstructed from open view, and the age of the students to determine the ratio of playground supervisors to students

At any school where playground supervision is not otherwise provided, the principal or designee shall provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions. (5 CCR 5552)

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help prevent problems and resolve conflicts among students. Additionally, all staff and other school officials shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats. The training shall be documented and kept on file

Student Safety Patrols

A school safety patrol shall be composed of students of the school selected by the principal or designee through an application process by the staff safety patrol advisor and shall be allowed to serve only with written consent of the students and their parents/guardians. Patrol members shall be at least 10 years old and at least in the fifth grade. (Education Code 49302; 5 CCR 571)

School safety patrols shall be used only at those locations where the nature of traffic will permit their safe operation. The locations where school safety patrols are used should be determined jointly with the local law enforcement agency. (5 CCR 572)

Patrol members shall be under the supervision and control of the principal or other designated staff member and shall receive training in proper procedures, including, but not limited to, the operations specified in 5 CCR 573-574. Whenever on duty, patrol members shall wear the standard uniform required by 5 CCR 576.

Playground Safety

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. (Health and Safety Code 115725)

~~Any playground installed between January 1, 1994, and December 31, 1999, shall conform to these standards not later than 15 years after the date of installation. The Superintendent or designee shall have a playground safety inspector certified by the National Playground Safety Institute conduct an initial inspection to aid compliance with applicable safety standards. (Health and Safety Code 115725)~~

Activities with Safety Risks

Due to concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during school-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

1. Trampolining
2. Scuba diving
3. Skateboarding or use of scooters
4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing
6. Cross-country or downhill skiing
7. Motorcycling
8. Target shooting
9. Horseback riding
10. Rodeo
11. Archery
12. Mountain bicycling

13. Rock climbing
14. Rocketeering
15. **Surfing**
16. **Body Contact Sports**
17. Other activities determined by the principal to have a high risk to student safety

(cf. 5143—Insurance)

(cf. 6145—Extracurricular and Coextracurricular Activities)

(cf. 6153—School-Sponsored Trips)

~~Students who operate~~ **As needed, the Superintendent or ride as a passenger designee may periodically provide training or instruction to students on a bicycle, the safe use of electric, motorized or nonmotorized bicycles, scooters, skateboards, and roller skates. Any student who rides any such bicycle, scooter, or skateboard, or roller skates upon a street, bikeway, or any other public bicycle path or trail at school shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates. (Vehicle Code 21212)**

Events In or Around a Swimming Pool

When any on-campus event that is not part of an interscholastic athletic program is sponsored or hosted by the district and is to be held in or around a swimming pool, at least one adult with a valid certification of cardiopulmonary resuscitation training shall be present throughout the duration of the event. (Education Code 35179.6)

Laboratory Safety

The principal of each school offering laboratory work shall develop procedures for laboratory safety and designate a trained certificated employee to implement and regularly review, update, and implement these procedures.

Students in a laboratory shall be under the supervision of a certificated employee. Students shall be taught laboratory safety, and safety guidelines and procedures shall be posted in science classrooms. Students shall receive continual reminders about general and specific hazards.

Hazardous materials shall be properly used, stored, and disposed of in accordance with law and the district's chemical hygiene plan.

Bloodborne pathogens shall be handled in accordance with the district's exposure control plan.

The district's emergency plan, emergency contact numbers, and first aid supplies shall be readily accessible.

Parents/guardians shall be made aware of the kinds of laboratory activities that will be conducted during the school year.

Hearing Protection

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee may also provide hearing conservation education to teach students ways to protect their hearing.

Eye Safety Devices

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed their actual cost to the district. (Education Code 32030, 32031, 32033)

(~~cf. 3260—Fees and Charges~~)

Protection Against Insect Bites

To help protect students against insect bites or stings that may spread disease or cause allergic reactions, students shall be allowed to apply insect repellent provided by their parents/guardians, when engaging in outdoor activities. Any application of insect repellent shall occur under the supervision of school personnel, and in accordance with the manufacturer's directions.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 4/20/23

Agenda Item:

Board Policy and Exhibit 5145.6: Parental Notifications

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

Second Reading: Exhibit updated to reflect NEW LAW (AB 128, 2021) which extends the suspension of certain mandated activities through the 2021-22 fiscal year. Exhibit also updated to add parental notifications related to (1) completion and submission of the Federal Application for Federal Student Aid and California Dream Act Application; (2) public hearing on alternative schedule in secondary grades; and (3) early entry to transitional kindergarten if early entry is offered. Additionally, exhibit updated to expand description regarding notifications related to (1) uniform complaint procedures; (2) student records; (3) college admission requirements; (4) transfer opportunities for foster youth, homeless youth, former juvenile court school students and children of military families through the California Community Colleges; (5) parent/guardian rights when child participates in licensed child care and development program; (6) change in service to child care or preschool services; and (7) homeless student or unaccompanied youth notices. Exhibit also updated to include additional classroom/facility notices regarding uniform complaint procedures and parental rights related to licensed child care and development centers.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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


Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

PARENTAL NOTIFICATIONS

The Governing Board desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. The Superintendent or designee shall send parents/guardians all notifications required by law and any other notifications the Superintendent or designee believes will promote parental understanding and involvement.

Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless the student's parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

Whenever a student enrolls in a district school during the school year, the student's parents/guardians shall be given all required parental notifications at that time.

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to parents/guardians of any such student shall, in addition to being written in English, be written in the family's primary language, and may be responded to either in English or the primary language. (Education Code 48982)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, the employee shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

Legal Reference:

<u>State</u>	<u>Description</u>
17 CCR 2950-2951	Hearing tests
17 CCR 6000-6075	School attendance immunization requirements
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results
5 CCR 11523	Notice of proficiency examinations
5 CCR 18066	Child care policies regarding excused and unexcused absences
5 CCR 18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services
5 CCR 18118-18119	Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal
5 CCR 4702	Student transfer from school identified under Open Enrollment Act
5 CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results
22 CCR 101218.1	Child care licensing; parent/guardian rights
Civ. Code 1798.29	District records, specifically - breach of security
Ed. Code 17288	Building standards for university campuses
Ed. Code 17611.5-17612	Notification of pesticide use
Ed. Code 221.5	Equal opportunity
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 262.3	Appeals for discrimination complaints; information regarding availability of civil remedies
Ed. Code 310	Language acquisition programs
Ed. Code 313	Reclassification of English learners, parental consultation
Ed. Code 313.2	Long-term English learner, notification
Ed. Code 8212	Health and safety requirement for preschool programs; complaint forms
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 33479-33479.9	The Eric Paredes Sudden Cardiac Arrest Prevention Act
Ed. Code 35160.5	Extracurricular and cocurricular activities
Ed. Code 35178.4	Notice of accreditation status
Ed. Code 35182.5	Advertising in the classroom
Ed. Code 35183	School dress code; uniforms
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities
Ed. Code 35211	Driver training; district insurance, parent/guardian liability
Ed. Code 35256	School Accountability Report Card
Ed. Code 35258	School Accountability Report Card
Ed. Code 35291	Rules for student discipline
Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 39831.5	School bus rider rules and information
Ed. Code 440	English language proficiency assessment; instruction in English language development
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44808.5	Permission to leave school grounds
Ed. Code 46010.1	Notice regarding excuse to obtain confidential medical services
Ed. Code 46014	Regulations regarding absences for religious purposes

<i>Ed. Code 46162</i>	<i>Alternative schedule for junior high and high school; public hearing with notice</i>
<i>Ed. Code 46600-46611</i>	<i>Interdistrict attendance agreements</i>
<i>Ed. Code 48000</i>	<i>Minimum age of admission</i>
<i>Ed. Code 48070.5</i>	<i>Promotion and retention of students</i>
<i>Ed. Code 48204</i>	<i>Residency requirements</i>
<i>Ed. Code 48205</i>	<i>Absence for personal reasons</i>
<i>Ed. Code 48206.3</i>	<i>Students with temporary disabilities; individual instruction; definitions</i>
<i>Ed. Code 48207-48208</i>	<i>Students with temporary disabilities in hospitals</i>
<i>Ed. Code 48213</i>	<i>Prior notice of exclusion from attendance</i>
<i>Ed. Code 48216</i>	<i>Immunization</i>
<i>Ed. Code 48260.5</i>	<i>Notice regarding truancy</i>
<i>Ed. Code 48262</i>	<i>Need for parent conference regarding truancy</i>
<i>Ed. Code 48263</i>	<i>Referral to school attendance review board or probation department</i>
<i>Ed. Code 48301</i>	<i>Interdistrict transfers</i>
<i>Ed. Code 48350-48361</i>	<i>Open Enrollment Act</i>
<i>Ed. Code 48354</i>	<i>Option to transfer from school identified under Open Enrollment Act</i>
<i>Ed. Code 48357</i>	<i>Status of application for transfer from school identified under Open Enrollment Act</i>
<i>Ed. Code 48412</i>	<i>Certificate of proficiency</i>
<i>Ed. Code 48432.3</i>	<i>Voluntary enrollment in continuation education</i>
<i>Ed. Code 48432.5</i>	<i>Involuntary transfers of students</i>
<i>Ed. Code 48850-48859</i>	<i>Education of foster youth and homeless students</i>
<i>Ed. Code 48900.1</i>	<i>Parental attendance required after suspension</i>
<i>Ed. Code 48904</i>	<i>Liability of parent/guardian for willful student misconduct</i>
<i>Ed. Code 48904.3</i>	<i>Withholding grades, diplomas, or transcripts</i>
<i>Ed. Code 48906</i>	<i>Notification of release of student to peace officer</i>
<i>Ed. Code 48911</i>	<i>Notification in case of suspension</i>
<i>Ed. Code 48911.1</i>	<i>Assignment to supervised suspension classroom</i>
<i>Ed. Code 48912</i>	<i>Closed sessions; consideration of suspension</i>
<i>Ed. Code 48915.1</i>	<i>Expelled students; enrollment in another district</i>
<i>Ed. Code 48916</i>	<i>Readmission procedures</i>
<i>Ed. Code 48918</i>	<i>Rules governing expulsion procedures</i>
<i>Ed. Code 48929</i>	<i>Transfer of student convicted of violent felony or misdemeanor</i>
<i>Ed. Code 48980</i>	<i>Required notification at beginning of term</i>
<i>Ed. Code 48980.3</i>	<i>Notification of pesticide use</i>
<i>Ed. Code 48981</i>	<i>Time and means of notification</i>
<i>Ed. Code 48982</i>	<i>Parent signature acknowledging receipt of notice</i>
<i>Ed. Code 48983</i>	<i>Contents of notice</i>
<i>Ed. Code 48984</i>	<i>Activities prohibited unless notice given</i>
<i>Ed. Code 48985</i>	<i>Notices to parents in language other than English</i>
<i>Ed. Code 48987</i>	<i>Child abuse information</i>
<i>Ed. Code 49013</i>	<i>Use of uniform complaint procedures for complaints regarding student fees</i>
<i>Ed. Code 49063</i>	<i>Notification of parental rights</i>
<i>Ed. Code 49067</i>	<i>Student evaluation; student in danger of failing course</i>
<i>Ed. Code 49068</i>	<i>Transfer of permanent enrollment and scholarship record</i>
<i>Ed. Code 49069</i>	<i>Absolute right to access</i>
<i>Ed. Code 49070</i>	<i>Challenging content of student record</i>
<i>Ed. Code 49073</i>	<i>Release of directory information</i>
<i>Ed. Code 49073.6</i>	<i>Student records; social media</i>
<i>Ed. Code 49076</i>	<i>Access to student records</i>
<i>Ed. Code 49077</i>	<i>Access to information concerning a student in compliance with court order</i>
<i>Ed. Code 49403</i>	<i>Cooperation in control of communicable disease and immunizations</i>
<i>Ed. Code 49423</i>	<i>Administration of prescribed medication for student</i>
<i>Ed. Code 49451</i>	<i>Physical examinations: parent's refusal to consent</i>
<i>Ed. Code 49452.5</i>	<i>Screening for scoliosis</i>
<i>Ed. Code 49452.7</i>	<i>Information on type 2 diabetes</i>
<i>Ed. Code 49452.8</i>	<i>Oral health assessment</i>

<i>Ed. Code 49456</i>	<i>Results of vision or hearing test</i>
<i>Ed. Code 49471-49472</i>	<i>Insurance</i>
<i>Ed. Code 49475</i>	<i>Student athletes; concussions and head injuries</i>
<i>Ed. Code 49480</i>	<i>Continuing medication regimen for nonepisodic conditions</i>
<i>Ed. Code 49510-49520</i>	<i>Duffy-Moscone Family Nutrition Education and Services Act of 1970</i>
<i>Ed. Code 49557.5</i>	<i>Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account</i>
<i>Ed. Code 51225.1</i>	<i>Exemption from district graduation requirements</i>
<i>Ed. Code 51225.2</i>	<i>Course credits; foster youth, homeless youth, former juvenile court school students and military-connected students</i>
<i>Ed. Code 51225.3</i>	<i>Graduation requirements; courses that satisfy college entrance criteria</i>
<i>Ed. Code 51225.8</i>	<i>Completion and submission of FAFSA and CADAA</i>
<i>Ed. Code 51229</i>	<i>Course of study for grades 7-12</i>
<i>Ed. Code 51513</i>	<i>Personal beliefs; privacy</i>
<i>Ed. Code 51938</i>	<i>HIV/AIDS and sexual health instruction</i>
<i>Ed. Code 52164</i>	<i>Language census</i>
<i>Ed. Code 52164.1</i>	<i>Census-taking methods; determination of primary language; assessment of language skills</i>
<i>Ed. Code 52164.3</i>	<i>Reassessment of English learners; notification of results</i>
<i>Ed. Code 54444.2</i>	<i>Migrant education programs; parent involvement</i>
<i>Ed. Code 56301</i>	<i>Child-find system; policies regarding written notification rights</i>
<i>Ed. Code 56321</i>	<i>Special education: proposed assessment plan</i>
<i>Ed. Code 56321.5-56321.6</i>	<i>Notice of parent rights pertaining to special education</i>
<i>Ed. Code 56329</i>	<i>Written notice of right to findings; independent assessment</i>
<i>Ed. Code 56341.1</i>	<i>Development of individualized education program; right to audio record meeting</i>
<i>Ed. Code 56341.5</i>	<i>Individualized education program team meetings</i>
<i>Ed. Code 56343.5</i>	<i>Individualized education program meetings</i>
<i>Ed. Code 56521.1</i>	<i>Behavioral intervention</i>
<i>Ed. Code 58501</i>	<i>Alternative schools; notice required prior to establishment</i>
<i>Ed. Code 60615</i>	<i>Exemption from state assessment</i>
<i>Ed. Code 60641</i>	<i>California Assessment of Student Performance and Progress</i>
<i>Ed. Code 69432.9</i>	<i>Submission of grade point average to Cal Grant program</i>
<i>Ed. Code 8483</i>	<i>Before/after school program; enrollment priorities</i>
<i>H&S Code 104420</i>	<i>Tobacco use prevention</i>
<i>H&S Code 104855</i>	<i>Availability of topical fluoride treatment</i>
<i>H&S Code 116277</i>	<i>Lead testing of school drinking water</i>
<i>H&S Code 120365-120375</i>	<i>Immunizations</i>
<i>H&S Code 120440</i>	<i>Sharing immunization information</i>
<i>H&S Code 124100-124105</i>	<i>Health screening and immunizations</i>
<i>H&S Code 1596.857</i>	<i>Right to enter child care facility</i>
<i>Pen. Code 626.81</i>	<i>Notice of permission granted to sex offender to volunteer on campus</i>
<i>Pen. Code 627.5</i>	<i>Hearing request following denial or revocation of registration</i>
<i>Federal</i>	<i>Description</i>
<i>20 USC 1232g</i>	<i>Family Educational Rights and Privacy Act (FERPA) of 1974</i>
<i>20 USC 1232h</i>	<i>Privacy rights</i>
<i>20 USC 1415</i>	<i>Procedural safeguards</i>
<i>20 USC 6311</i>	<i>State plan</i>
<i>20 USC 6312</i>	<i>Local educational agency plan</i>
<i>20 USC 6318</i>	<i>Parent and family engagement</i>
<i>20 USC 7908</i>	<i>Armed forces recruiter access to students</i>
<i>34 CFR 104.32</i>	<i>District responsibility to provide free appropriate public education</i>
<i>34 CFR 104.36</i>	<i>Procedural safeguards</i>
<i>34 CFR 104.8</i>	<i>Nondiscrimination</i>
<i>34 CFR 106.9</i>	<i>Notification of nondiscrimination on basis of sex</i>
<i>34 CFR 200.48</i>	<i>Teacher qualifications</i>
<i>34 CFR 300.300</i>	<i>Parent consent for special education evaluation</i>
<i>34 CFR 300.322</i>	<i>Parent participation in IEP team meetings</i>

34 CFR 300.502
34 CFR 300.503

34 CFR 300.504
34 CFR 300.508
34 CFR 300.530
34 CFR 99.30
34 CFR 99.34
34 CFR 99.37
34 CFR 99.7
40 CFR 763.84
40 CFR 763.93
42 USC 11431-11435
42 USC 1758
7 CFR 245.5
7 CFR 245.6a

Management Resources

U.S. Department of Agriculture Publication

U.S. Department of Agriculture Publication
Website

Cross References

Code

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0460
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1312.3
1312.3-E(1)
1312.3-E(2)
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Independent educational evaluation of student with disability
Prior written notice regarding identification, evaluation, or placement of student with disability
Procedural safeguards notice for students with disabilities
Due process complaint
Discipline procedures
Disclosure of personally identifiable information
Student records, disclosure to other educational agencies
Disclosure of directory information
Student records, annual notification
Asbestos inspections, response actions and post-response actions
Asbestos management plans
McKinney-Vento Homeless Assistance Act
Child nutrition programs
Eligibility criteria for free and reduced-price meals
Verification of eligibility for free and reduced-price meals

Description

Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005
Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017
U.S. Department of Agriculture, Food and Nutrition Service

Description

Nondiscrimination In District Programs And Activities
Local Control And Accountability Plan
School Accountability Report Card
Volunteer Assistance
Uniform Complaint Procedures
Uniform Complaint Procedures
Uniform Complaint Procedures
Impact Aid
Fees And Charges
Contracts
Tobacco-Free Schools
Environmental Safety
Integrated Pest Management
Sex Offender Notification
Transportation Safety And Emergencies
Food Service Operations/Cafeteria Fund
Free And Reduced Price Meals
Nutrition Program Compliance
Nutrition Program Compliance
District Records
Certification
Professional Standards
Professional Standards
Teacher Aides/Paraprofessionals
Professional Standards
Professional Standards
Concepts And Roles
Parent Rights And Responsibilities
Student And Family Privacy Rights
Student Wellness
Admission
District Residency
Exclusions From Attendance

5112.5	<i>Open/Closed Campus</i>
5113	<i>Absences And Excuses</i>
5113.1	<i>Chronic Absence And Truancy</i>
5116.1	<i>Intradistrict Open Enrollment</i>
5116.2	<i>Involuntary Student Transfers</i>
5117	<i>Interdistrict Attendance</i>
5119	<i>Students Expelled From Other Districts</i>
5123	<i>Promotion/Acceleration/Retention</i>
5125	<i>Student Records</i>
5125.1	<i>Release Of Directory Information</i>
5125.1-E(1)	<i>Release Of Directory Information</i>
5125.2	<i>Withholding Grades, Diploma Or Transcripts</i>
5125.3	<i>Challenging Student Records</i>
5131.61	<i>Drug Testing</i>
5132	<i>Dress And Grooming</i>
5141.21	<i>Administering Medication And Monitoring Health Conditions</i>
5141.3	<i>Health Examinations</i>
5141.31	<i>Immunizations</i>
5141.32	<i>Health Screening For School Entry</i>
5141.6	<i>School Health Services</i>
5142.1	<i>Identification And Reporting Of Missing Children</i>
5143	<i>Insurance</i>
5144	<i>Discipline</i>
5144.1	<i>Suspension And Expulsion/Due Process</i>
5144.2	<i>Suspension And Expulsion/Due Process (Students With Disabilities)</i>
5144.4	<i>Required Parental Attendance</i>
5145.12	<i>Search And Seizure</i>
5145.7	<i>Sexual Harassment</i>
5145.8	<i>Refusal To Harm Or Destroy Animals</i>
5146	<i>Married/Pregnant/Parenting Students</i>
5148	<i>Child Care And Development</i>
5148.2	<i>Before/After School Programs</i>
5148.3	<i>Preschool/Early Childhood Education</i>
6020	<i>Parent Involvement</i>
6111	<i>School Calendar</i>
6112	<i>School Day (BP and AR)</i>
6117	<i>Year-Round Schedules</i>
6142.1	<i>Sexual Health And HIV/AIDS Prevention Instruction</i>
6142.2	<i>World Language Instruction</i>
6143	<i>Courses Of Study</i>
6145.2	<i>Athletic Competition</i>
6154	<i>Homework/Makeup Work</i>
6159	<i>Individualized Education Program</i>
6159.1	<i>Procedural Safeguards And Complaints For Special Education</i>
6159.4	<i>Behavioral Interventions For Special Education Students</i>
6162.51	<i>State Academic Achievement Tests</i>
6162.8	<i>Research</i>
6164.2	<i>Guidance/Counseling Services</i>
6164.4	<i>Identification And Evaluation Of Individuals For Special Education</i>
6164.6	<i>Identification And Education Under Section 504</i>
6170.1	<i>Transitional Kindergarten (BP)</i>
6173	<i>Education For Homeless Children</i>
6173-E(1)	<i>Education For Homeless Children</i>
6173-E(2)	<i>Education For Homeless Children</i>
6173.1	<i>Education For Foster Youth</i>
6173.3	<i>Education For Juvenile Court School Students</i>
6175	<i>Migrant Education Program</i>
6178	<i>Career Technical Education</i>

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Alternative Schools/Programs Of Choice
Home And Hospital Instruction
Continuation Education
Evaluation Of The Instructional Program
Board Policies

Policy 5145.6
adopted: September 17, 2012
revised: April 20, 2023

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

PARENTAL NOTIFICATIONS

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation	Subject
I. Annually			
Beginning of each school year	Education Code 222.5	BP 5146	Rights and options for pregnant and parenting students
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students
Beginning of each school year	Education Code 46010.1	BP 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled in same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917; 34 CFR 106.8	AR 5145.7	Copy of Sexual harassment policy as related to students; contact information for Title IX coordinator
Beginning of each school year	Education Code 48980, 32255, 32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	BP 5111.1; AR 5116.1; AR 5117	All statutory attendance options, available local attendance options, options for meeting

Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	residency form for changing attendance, appeals process Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113; AR 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Ed Code 48205
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3; BP 0460; BP 3260	Uniform complaint procedures, available appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Beginning of each school year	Education Code 49063	AR 5125, AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria for defining school officials and to determine legitimate educational interest, categories defined as directory information, disclosures, right to file complaint with U.S. Department of Education, course prospectus availability
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.7	AR 5125.1	Release of directory information
Beginning of each school year, and at least one more time during school year using specified methods	Education Code 49428	None	How to access mental health services at school and/or in community

Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for free and reduced-price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health & Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6312; 34 CFR 200.61	BP 4112.2; AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments
II. At Specific Times During the Student's Academic Career			
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	AR 6164.2	Course selection and career counseling
Upon a student's enrollment	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs

Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Upon a student's enrollment	Education Code 49063	AR 5125	Specified rights related to student records
When students entering grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
Beginning of each school year for students in grades 7-12	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education; right to view A/V materials, whether taught by district staff or outside consultants, request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, 20 days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
When child is enrolled or reenrolled in a licensed child care center or preschool	Health and Safety Code 1596.7996	AR 5148	Information on risks and effects of lead exposure, blood lead testing
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination

III. When Special Circumstances Occur

In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records, affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When student has been placed in structured English immersion program	Education Code 310-311, 5 CCR 11309	AR 6174	Student's placement in program, opportunity to apply for parental exception waiver, other rights of student relative to such placements
When determining whether an English	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process,

learner should be reclassified as fluent English proficient			opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2, 440; 20 USC 7012	AR 6174	Reason for classification, level of identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing a schoolwide uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniforms
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to transitional kindergarten or kindergarten, if early entry offered	Education Code 48000	AR 5111 AR 6170.1	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified a truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of

When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	alternative programs, student consequences, need for conference Name and address of SARB or probation department and reason for referral
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.44	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing

When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days scheduled after beginning of the school year
When parents request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school into the district	Education Code 49068	AR 5125	Right to receive copy of student's record and a hearing to challenge its content of student's record
When parent/ guardian's challenge of student record is denied and parent/ guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records.
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening

When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test
Within 10 days of negative balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to apply for free or reduced-price meals
Before any test questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days of before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 6175 AR 5148	Parent/guardian right to enter facility
When a licensed child care center has a building construction before January 1, 2010 and has drinking water tested for lead	Health and Safety Code 1596.857; 22 CCR 101218.1	AR 5148	The requirement to test the facility, and the results of the test
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement

When hearing is requested by person asked to leave school premise	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
At least 14 days before change in service or other intended action, upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who is does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.24	Timely notice to parent/guardian of child's assignment
When school identified for program improvement or corrective action, within 30 days of failure to make annual yearly progress	20 USC 6312	AR 0520.2	Notice of failure to parents of English language learners
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program

When school identified for program improvement or corrective action	20 USC 6316	AR 0520.2; AR 5116.1	Explanation of identification, reasons, how problem will be addressed, how parents can become involved, transfer option, availability of supplemental services
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 246.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal; duties of district liaison; public notice
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to receive records and an opportunity for hearing upon request
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities nondiscrimination policy, complaint procedures

IV. Special Education Notices

Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502; 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice; procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate
When parent orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention	Education Code 56521.1	AR 6159.4	Emergency intervention

or serious property damage Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159; AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards

V. Classroom Notices

In all district schools and offices, including staff lounges and student government meetings rooms	Education Code 234.1	AR 1312.3	Uniform complaint procedures board policy and administrative regulation
In each classroom used for license-exempt California State Preschool Program	Education Code 8212	AR 1312.3 E 1312.3	Health and safety requirements for preschool programs; where to get complaint form
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaints subject to Williams uniform complaint procedures
In a licensed child care and development center at a location accessible to parents/ guardians	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to inspect, prohibition against retaliation, right to file complaint; registered sex offender database available to public; review licensing reports of facility visits and substantiated complaints against facility

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 4/20/23

Agenda Item:

Board Policy and Administrative Regulation 6143: Courses of Study

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

Second Reading: Policy updated to (1) expand student characteristics for which districts may not provide any course separately or require or refuse participation, (2) include that the district's course of study may provide for a rigorous academic curriculum that integrates academic and career skills, includes applied learning across all disciplines, and prepares students for high school graduation and career entry, and (3) clarify that the a-g requirements for the University of California and California State University system is 15 yearlong or 30 semesters.

Regulation updated to clarify that optional instruction in prenatal care is for pregnant individuals, to reflect NEW LAW (AB 101, 2021) which, subject to funding in the annual Budget Act or other statute, requires a one-semester course in ethnic studies beginning in the 2025-26 school year and as a requirement for graduation beginning with students who graduate in the 2029-30 school year, clarify that the a-g requirements for the University of California and California State University system is 15 yearlong or 30 semesters, and add a new section "Financial Aid Requirements for Students in Grade 12 that reflects NEW LAW (AB 132, 2021) which (1) requires, starting in the 2022-23 school year, districts to confirm that each student in grade 12 completes and submits a Free Application for Federal Student Aid (FAFSA) to the U.S. Department of Education and/or if a student is exempt from paying nonresident tuition, a California Dream Act Application (CADAA) to the Student Aid Commission unless the student's parent/guardian, emancipated minor, or student age 18 years or older submits an opt-out form to the district, or the district, in specified circumstances, exempts the student or the student's parent/guardian from completing the FAFSA, CADAA, or opt-out form and completes and submits an opt-out form on the student's behalf, (2) requires districts to ensure that each high school student in Grade 12, and if applicable the student's parent/guardian, be directed to any support and assistance necessary to complete the FAFSA and/or CADAA, and (3) that information shared by students and parents/guardians in completing and submitting the FAFSA and CADAA is handled in compliance with the federal Family Rights and Privacy Act and applicable state law, regardless of any person's immigration status or other personal information.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

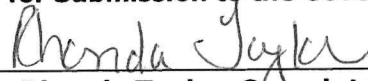
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

COURSES OF STUDY

The Governing Board recognizes that a well-aligned sequence of courses fosters academic ~~progress~~ **growth** and provides for the best possible use of instructional time. The district's course of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful ~~in school, college, and the workplace~~ **academically, professionally, and personally.**

(ef. 6011—Academic Standards)

(ef. 6141—Curriculum Development and Evaluation)

(ef. 6161.1—Selection and Evaluation of Instructional Materials)

The Superintendent or designee shall establish processes for ensuring the articulation of courses across grade levels within the district. As necessary, **the Superintendent or designee** ~~he/she~~ **also** shall work with representatives of appropriate area districts and postsecondary institutions to ensure articulation of courses with other institutions to which district students may matriculate. The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, **only utilizes prerequisites that are essential to success in a given program or course**, avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

The district shall not provide any course separately or require or refuse participation by any student on the basis of the student's actual or perceived sex, sexual orientation, gender, gender expression, gender identity, ethnic group identification, immigration status, race, ancestry, national origin, religion, color, mental or physical disability, or any other characteristic listed in Education Code 200 and 220, Government Code 11135, or Penal Code 422.55, or the student's association with a person or group with one or more of such actual or perceived characteristics. (Education Code 200, 220; Government Code 11135; Penal Code 422.55; 5 CCR 4940)

Elementary Grades

The Board shall adopt a course of study for elementary grades that sufficiently prepares students for the secondary course of study.

(ef. 6146.5—Elementary/Middle School Graduation Requirements)

Secondary Grades

The district shall offer all otherwise qualified students in grades 7-8 a course of study that prepares them, upon graduation from ~~high~~ **middle** school, to meet the requirements and prerequisites for admission to California public colleges and universities and to attain entry-level employment skills in business or industry. **The district's course of study may provide for a rigorous academic curriculum that integrates academic and career skills, includes applied learning across all disciplines, and prepares all students for high school graduation and career entry.** (Education Code 51228)

(ef. 5121—Grades/Evaluation of Student Achievement)

(cf. 6141.5—Advanced Placement)
 (cf. 6146.1—High School Graduation Requirements)
 (cf. 6162.52—High School Exit Examination)
 (cf. 6178—Career Technical Education)

Legal Reference:

EDUCATION CODE

33319.3—Driver education; CDE materials on road rage
 33540—Government and civics instruction in interaction with government agencies
 48980—Parental notifications
 51202—Instruction in personal and public health and safety
 51203—Instruction on alcohol, narcotics and restricted dangerous drugs
 51204—Course of study designed for student's needs
 51204.5—Social science instruction; history of California; contributions of various groups
 51210-51212—Course of study for grades 1-6
 51220-51229—Course of study for grades 7-12
 51241—Exemption from physical education
 51911-51921—Comprehensive health education
 51930-51939—Comprehensive sexual health and HIV/AIDS prevention instruction
 51940—Curriculum for brain and spinal cord injury prevention
 53278-53280—Supplemental School Counseling Program
 60040-60052—Requirements for instructional materials
 66204—Certification of high school courses as meeting university admission criteria

HEALTH AND SAFETY CODE

11032—Definition of dangerous drugs

CODE OF REGULATIONS, TITLE 5

10020-10049—Automobile driver education and training

10060—Physical education program

UNITED STATES CODE, TITLE 20

6101-6251—School-to-Work Opportunities Act of 1994

Management Resources:

WEB SITES

CSBA: <http://www.esba.org>
 American Health Association: <https://www.heart.org>
 American Red Cross, Hands Only CPR: <https://www.redeross.org/take-a-class>
 California Career Resource Network: <http://www.californiacareers.info>
 California Colleges.edu: <http://www.californiacolleges.edu>
 California Department of Education: <http://www.ede.ca.gov>
 California State University, Admission Requirements: http://www.esumentor.edu/planning/high_school
 University of California, a-g Course Submissions: [http://www.ucop.edu/a-gGuide/ag/Course Submissions](http://www.ucop.edu/a-gGuide/ag/Course%20Submissions)
 University of California, List of Approved a-g Courses: <http://www.universityofcalifornia.edu/admissions/freshman/requirements>

<i>State</i>	<i>Description</i>
5 CCR 10020-10043	Automobile driver education and training
5 CCR 10060	Criteria for high school physical education programs
5 CCR 430-438	Individual student records
5 CCR 4940	Nondiscrimination; course access
Ed. Code 200	Equal rights and opportunities in state educational institutions

<i>State</i>	<i>Description</i>
<i>Ed. Code 220</i>	<i>Prohibition of discrimination</i>
<i>Ed. Code 234.1</i>	<i>Student protections relating to discrimination, harassment, intimidation, and bullying</i>
<i>Ed. Code 234.7</i>	<i>Student protections relating to immigration and citizenship status</i>
<i>Ed. Code 33319.3</i>	<i>Driver education; CDE materials on road rage</i>
<i>Ed. Code 33540</i>	<i>Standards for government and civics instruction</i>
<i>Ed. Code 48980</i>	<i>Parent/Guardian notifications</i>
<i>Ed. Code 49060-49079</i>	<i>Student records</i>
<i>Ed. Code 51202</i>	<i>Instruction in personal and public health and safety</i>
<i>Ed. Code 51203</i>	<i>Instruction on alcohol, narcotics and dangerous drugs</i>
<i>Ed. Code 51204</i>	<i>Course of study designed for student's needs</i>
<i>Ed. Code 51204.5</i>	<i>History of California; contributions of men, women, and ethnic groups</i>
<i>Ed. Code 51210</i>	<i>Course of study for grades 1-6</i>
<i>Ed. Code 51220</i>	<i>Course of study for grades 7-12</i>
<i>Ed. Code 51241</i>	<i>Temporary two-year or permanent exemption from physical education</i>
<i>Ed. Code 51911-51921</i>	<i>Comprehensive health education</i>
<i>Ed. Code 51930-51939</i>	<i>California Healthy Youth Act</i>
<i>Ed. Code 51940</i>	<i>Curriculum for brain and spinal cord injury prevention</i>
<i>Ed. Code 60040-60052</i>	<i>Requirements for instructional materials</i>
<i>Ed. Code 66204</i>	<i>Certification of high school courses as meeting university admission criteria</i>
<i>Gov. Code 11135</i>	<u><i>Prohibition of discrimination</i></u>
<i>Gov. Code 7282-7282.5</i>	<i>Standards for responding to U.S. Immigration and Customs enforcement holds</i>
<i>Gov. Code 7283-7283.2</i>	<i>Standards for participation in U.S. Immigration and Customs enforcement programs</i>
<i>Gov. Code 7284-7284.12</i>	<i>Cooperation with immigration authorities</i>
<i>H&S Code 11032</i>	<i>Definition of dangerous drugs</i>
<i>Pen. Code 422.55</i>	<i>Definition of hate crime</i>

<i>Federal</i>	<i>Description</i>
<i>20 USC 1232g</i>	<i>Family Educational Rights and Privacy Act (FERPA) of 1974</i>
<i>34 CFR 99.1-99.67</i>	<i>Family Educational Rights and Privacy</i>

<i>Management Resources</i>	<i>Description</i>
<i>Website</i>	<u><i>CSBA District and County Office of Education Legal Services</i></u>
<i>Website</i>	<u><i>Federal Student Aid</i></u>

<i>Management Resources</i>	<i>Description</i>
<i>Website</i>	<u><i>American Red Cross, Hands-Only CPR</i></u>
<i>Website</i>	<u><i>American Heart Association</i></u>
<i>Website</i>	<u><i>California Student Aid Commission</i></u>
<i>Website</i>	<u><i>University of California, A-G Course Submissions</i></u>
<i>Website</i>	<u><i>University of California, List of Approved A-G Courses</i></u>
<i>Website</i>	<u><i>California Career Resource Network</i></u>
<i>Website</i>	<u><i>California State University, Admission Requirements</i></u>
<i>Website</i>	<u><i>California Colleges.edu</i></u>
<i>Website</i>	<u><i>California Department of Education</i></u>
<i>Website</i>	<u><i>CSBA</i></u>
<i>Website</i>	<u><i>U.S. Department of Education</i></u>

Cross References

<i>Code</i>	<i>Description</i>
<i>0415</i>	<u><i>Equity</i></u>
<i>0460</i>	<u><i>Local Control And Accountability Plan</i></u>
<i>0460</i>	<u><i>Local Control And Accountability Plan</i></u>
<i>1340</i>	<u><i>Access To District Records</i></u>
<i>1340</i>	<u><i>Access To District Records</i></u>
<i>3270</i>	<u><i>Sale And Disposal Of Books, Equipment And Supplies</i></u>
<i>3270</i>	<u><i>Sale And Disposal Of Books, Equipment And Supplies</i></u>
<i>3513.3</i>	<u><i>Tobacco-Free Schools</i></u>
<i>3513.3</i>	<u><i>Tobacco-Free Schools</i></u>
<i>5022</i>	<u><i>Student And Family Privacy Rights</i></u>
<i>5022</i>	<u><i>Student And Family Privacy Rights</i></u>
<i>5121</i>	<u><i>Grades/Evaluation Of Student Achievement</i></u>
<i>5121</i>	<u><i>Grades/Evaluation Of Student Achievement</i></u>
<i>5125</i>	<u><i>Student Records</i></u>
<i>5125</i>	<u><i>Student Records</i></u>
<i>5126</i>	<u><i>Awards For Achievement</i></u>
<i>5126</i>	<u><i>Awards For Achievement</i></u>
<i>5131.6</i>	<u><i>Alcohol And Other Drugs</i></u>
<i>5131.6</i>	<u><i>Alcohol And Other Drugs</i></u>
<i>5138</i>	<u><i>Conflict Resolution/Peer Mediation</i></u>
<i>5141.4</i>	<u><i>Child Abuse Prevention And Reporting</i></u>
<i>5141.4</i>	<u><i>Child Abuse Prevention And Reporting</i></u>

<i>Code</i>	<i>Description</i>
5145.13	<u><i>Response To Immigration Enforcement</i></u>
5145.13	<u><i>Response To Immigration Enforcement</i></u>
5145.3	<u><i>Nondiscrimination/Harassment</i></u>
5145.3	<u><i>Nondiscrimination/Harassment</i></u>
5145.6	<u><i>Parent/Guardian Notifications</i></u>
5145.6-E(1)	<u><i>Parent/Guardian Notifications</i></u>
5146	<u><i>Married/Pregnant/Parenting Students</i></u>
6000	<u><i>Concepts And Roles</i></u>
6011	<u><i>Academic Standards</i></u>
6141	<u><i>Curriculum Development And Evaluation</i></u>
6141	<u><i>Curriculum Development And Evaluation</i></u>
6141.2	<u><i>Recognition Of Religious Beliefs And Customs</i></u>
6141.2	<u><i>Recognition Of Religious Beliefs And Customs</i></u>
6141.4	<u><i>International Baccalaureate Program</i></u>
6141.5	<u><i>Advanced Placement</i></u>
6142.1	<u><i>Sexual Health And HIV/AIDS Prevention Instruction</i></u>
6142.1	<u><i>Sexual Health And HIV/AIDS Prevention Instruction</i></u>
6142.2	<u><i>World Language Instruction</i></u>
6142.2	<u><i>World Language Instruction</i></u>
6142.3	<u><i>Civic Education</i></u>
6142.4	<u><i>Service Learning/Community Service Classes</i></u>
6142.5	<u><i>Environmental Education</i></u>
6142.6	<u><i>Visual And Performing Arts Education</i></u>
6142.7	<u><i>Physical Education And Activity</i></u>
6142.7	<u><i>Physical Education And Activity</i></u>
6142.8	<u><i>Comprehensive Health Education</i></u>
6142.8	<u><i>Comprehensive Health Education</i></u>
6142.91	<u><i>Reading/Language Arts Instruction</i></u>
6142.92	<u><i>Mathematics Instruction</i></u>
6142.93	<u><i>Science Instruction</i></u>
6142.94	<u><i>History-Social Science Instruction</i></u>
6144	<u><i>Controversial Issues</i></u>
6145	<u><i>Extracurricular And Cocurricular Activities</i></u>
6145	<u><i>Extracurricular And Cocurricular Activities</i></u>
6145.8	<u><i>Assemblies And Special Events</i></u>

<i>Code</i>	<i>Description</i>
6146.1	<u>High School Graduation Requirements</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.3	<u>Reciprocity Of Academic Credit</u>
6146.3	<u>Reciprocity Of Academic Credit</u>
6146.5	<u>Elementary/Middle School Graduation Requirements</u>
6151	<u>Class Size</u>
6152.1	<u>Placement In Mathematics Courses</u>
6152.1	<u>Placement In Mathematics Courses</u>
6153	<u>School-Sponsored Trips</u>
6153	<u>School-Sponsored Trips</u>
6155	<u>Challenging Courses By Examination</u>
6155	<u>Challenging Courses By Examination</u>
6158	<u>Independent Study</u>
6158	<u>Independent Study</u>
6159	<u>Individualized Education Program</u>
6159	<u>Individualized Education Program</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6164.2	<u>Guidance/Counseling Services</u>
6172.1	<u>Concurrent Enrollment In College Classes</u>
6172.1	<u>Concurrent Enrollment In College Classes</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E(1)	<u>Education For Homeless Children</u>
6173-E(2)	<u>Education For Homeless Children</u>
6173.2	<u>Education Of Children Of Military Families</u>
6173.2	<u>Education Of Children Of Military Families</u>
6173.3	<u>Education For Juvenile Court School Students</u>
6177	<u>Summer Learning Programs</u>
6178	<u>Career Technical Education</u>
6178	<u>Career Technical Education</u>
6178.1	<u>Work-Based Learning</u>
6178.1	<u>Work-Based Learning</u>

<i>Code</i>	<i>Description</i>
6181	<u>Alternative Schools/Programs Of Choice</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>

Policy
adopted: September 17, 2012
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

COURSES OF STUDY

Grades 1-6

Courses of study for grades 1-6 shall include the following:

(ef. 6146.5—Elementary/Middle School Graduation Requirements)

1. English: knowledge and appreciation of language and literature, and the skills of speaking, reading, listening, spelling, handwriting, and composition (Education Code 51210)

(ef. 6142.91—Reading/Language Arts Instruction)

2. Mathematics: concepts, operational skills, and problem solving (Education Code 51210)

(ef. 6142.92—Mathematics Instruction)

3. Social sciences: age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology, including instruction in: (Education Code 51210)

- a. The history, resources, development, and government of California and the United States

Instruction shall include the early history of California and a study of the role and contributions of both men and women, Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, lesbian, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic and cultural groups to the economic, political, and social development of California and the United States, with particular emphasis on portraying the role of these groups in contemporary society. (Education Code 51204.5, 60040)

(ef. 6141.2—Recognition of Religious Beliefs and Customs)

(ef. 6142.3—Civic Education)

(ef. 6142.94—History-Social Science Instruction)

- b. The development of the American economic system, including the role of the entrepreneur and labor
- c. The relations of persons to their human and natural environments
- d. Eastern and western cultures and civilizations
- e. Contemporary issues
- f. The wise use of natural resources

(cf. 6142.5—Environmental Education)

4. Science: biological and physical aspects, with emphasis on experimental inquiry and the place of humans in ecological systems (Education Code 51210)

(cf. 6142.93—Science Instruction)

5. Visual and performing arts: instruction in dance, music, theatre, and visual arts aimed at developing aesthetic appreciation and creative expression (Education Code 51210)

(cf. 6142.6—Visual and Performing Arts Education)

6. Health: principles and practices of individual, family, and community health, ~~including instruction at the appropriate grade levels and subject areas in:~~ (Education Code 51202, 51210)

- a. ~~Personal and public safety and accident prevention, including instruction in emergency first aid, hemorrhage control, treatment for poisoning, resuscitation techniques, and cardiopulmonary resuscitation when appropriate equipment is available~~

(cf. 6142.8—Comprehensive Health Education)

- b. ~~Fire prevention~~
- e. ~~The protection and conservation of resources, including the necessity for the protection of the environment~~
- d. ~~Venereal disease~~

(cf. 6142.1—Sexual Health and HIV/AIDS Prevention Instruction)

- e. ~~The effects of alcohol, narcotics, drugs, and tobacco upon the human body~~

(cf. 5131.6—Alcohol and Other Drugs)

- f. ~~Violence as a public health issue~~

7. Physical education, with emphasis on physical activities conducive to health and vigor of body and mind (Education Code 51210)

(cf. 6142.7—Physical Education and Activity)

8. Career awareness exploration

(cf. 6178—Career Technical Education)

Grades 7-8

Courses of study for grades 7-8 shall include the following:

~~(cf. 6146.1—High School Graduation Requirements)~~
~~(cf. 6146.5—Elementary/Middle School Graduation Requirements)~~
~~(cf. 6162.52—High School Exit Examination)~~

1. English: knowledge and appreciation of literature, language, and composition, and the skills of reading, listening, and speaking (Education Code 51220)

~~(cf. 6142.91—Reading/Language Arts Instruction)~~

2. Social sciences: age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology, with instruction in: (Education Code 51220)

- a. The history, resources, development, and government of California and the United States, including instruction in:

- (1) The early history of California and a study of the role and contributions of both men and women, Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, lesbian, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic and cultural groups to the economic, political, and social development of California and the United States, with particular emphasis on portraying the role of these groups in contemporary society (Education Code 51204.5)
- (2) World War II and the role of Americans and Filipinos in that war
- (3) The Vietnam War, including the "Secret War" in Laos and role of Southeast Asians in that war
- (4) **The Bracero program, in which there was a 1942 agreement between the United States and Mexico authorizing the temporary migration of laborers to the United States**

- b. The American legal system, the operation of the juvenile and adult criminal justice systems, and the rights and duties of citizens under the criminal and civil law and the state and federal constitutions

This course may include participation in a teen court or peer court program. (Education Code 51220.2)

~~(cf. 5138—Conflict Resolution/Peer Mediation)~~

- c. The development of the American economic system, including the role of the entrepreneur and labor
- d. The relations of persons to their human and natural environments, including the wise use of natural resources (Education Code 51221)

~~(cf. 6142.5—Environmental Education)~~

- e. Eastern and western cultures and civilizations
- f. Human rights issues, with particular attention to the study of the inhumanity of genocide (**which may include, but is not limited to, the Armenian, Cambodian, Darfur, and Rwandan genocides**, slavery, and the Holocaust
- g. Contemporary issues

(ef. 6141.2—Recognition of Religious Beliefs and Customs)

(ef. 6142.3—Civic Education)

(ef. 6142.94—History-Social Science Instruction)

- 3. **World Foreign** language(s): understanding, speaking, reading, and writing, beginning not later than grade 7 (Education Code 51220)

(ef. 6142.2—World/Foreign Language Instruction)

- 4. Physical education: with emphasis on physical activities conducive to health and vigor of body and mind, as required by Education Code 51222 (Education Code 51220)

(ef. 6142.7—Physical Education and Activity)

- 5. Science: physical and biological aspects; emphasis on basic concepts, theories, and processes of scientific investigation and on the place of humans in ecological systems; appropriate applications of the interrelation and interdependence of the sciences (Education Code 51220)

(ef. 6142.93—Science Instruction)

- 6. Mathematics: mathematical understandings, operational skills, and problem-solving procedures; algebra (Education Code 51220, 51224.5)

(ef. 6142.92—Mathematics Instruction)

- 7. Visual and performing arts: dance, music, theatre, and visual arts, with emphasis upon development of aesthetic appreciation and creative expression (Education Code 51220)

(ef. 6142.6—Visual and Performing Arts Education)

- 8. **Applied arts: consumer education, family and consumer sciences education, industrial arts, general business education, or general agriculture (Education Code 51220)**

- 9. **Career technical/vocational-technical education: in the occupations and in the numbers appropriate to the personnel needs of the state and community served and relevant to the career desires and needs of students (Education Code 51220)**

- 10 8. **Comprehensive sexual health and HIV/AIDS-prevention (Education Code 51225.36, 51934)**

(ef. 6142.1—Sexual Health and HIV/AIDS Prevention Instruction)

11 9. Personal and public safety, accident prevention and health, including instruction in:
(Education Code 51202, 51203)

- a. Fire prevention
- b. The protection and conservation of resources, including the necessity for the protection of the environment
- c. Venereal disease
- d. ~~The effects of alcohol, narcotics, drugs, and tobacco upon the human body and upon prenatal development~~

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 6142.8 - Comprehensive Health Education)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 4/20/23

Agenda Item:

Board Policy and Administrative Regulation 6161.1: Selection and Evaluation of Instructional Materials

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

Second Reading: Policy updated to reflect NEW LAW (SB 820, 2020) which revises the definition of "technology-based materials" to include the electronic equipment required to make use of those materials, making such equipment subject to the determination of sufficiency. Policy also deletes unnecessary legal citations related to the State Board of Education's (SBE) adoption of academic standards, deletes section on "Review Process" which was moved to the AR, deletes option in regard to public hearings on the sufficiency of textbooks and other instructional materials for schools that operate on a multitrack year-round calendar since such school can use the same language as those that operate on a traditional calendar, and adds references to sample board policy and regulations for complaints concerning instructional materials. Regulation updated to add section on "Review Process" formerly in the BP and revise the section to encourage input from a diverse group of stakeholders. Section on "Criteria for Selection and Adoption of Instructional Materials" revised to delete unnecessary legal citations related to SBE's adoption of academic standards; move material regarding publisher requirements for grades 9-12 to end of list to make it easier for K-8 districts to delete; replace the list of nondiscrimination categories with a reference to BP 0410 -Nondiscrimination in District Programs and Activities; add a new item on criteria for technology-based materials; emphasize the importance of the accurate portrayal of the cultural and racial diversity of society in instructional materials; and delete an outdated item regarding quality, durability and appearance. "Conflict of Interest" section revised to delete redundant and difficult-to-enforce item.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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


Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

The Governing Board desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect **and value** society's diversity, and enhance **instructors' ability to educate all students through** the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. Textbooks, technology-based materials, and other educational materials shall be aligned with state and district content standards and the district's curriculum to ensure that they effectively support the district's adopted courses of study.

(ef. 0440—District Technology Plan)
(ef. 6000—Concepts and Roles)
(ef. 6011—Academic Standards)
(ef. 6141—Curriculum Development and Evaluation)
(ef. 6143—Courses of Study)
(ef. 6146.1—High School Graduation Requirements)
(ef. 6161—Equipment, Books and Materials)
(ef. 6161.11—Supplementary Instructional Materials)
(ef. 6162.5—Student Assessment)
(ef. 6163.1—Library Media Centers)
(ef. 9000—Role of the Board)

~~The Superintendent or designee shall establish a process by which instructional materials shall be reviewed for recommendation to the Board.~~ **The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or that have, during the district's review process, been determined to be aligned with the state academic content standards adopted by SBE. (Education Code 60200, 60210)**

~~This process shall involve teachers in a substantial manner and shall also encourage the participation of parents/guardians and community members. (Education Code 60002)~~

~~Individuals who participate in the selection or review of instructional materials shall not have a conflict of interest, as defined in administrative regulation, in the materials being reviewed.~~

(ef. 9270—Conflict of Interest)

~~All recommended instructional materials shall be available for public inspection at the district office.~~

(ef. 5020—Parent Rights and Responsibilities)

~~The Board's priority in the selection of instructional materials is to ensure that all students in grades K-8 are provided with instructional materials that are aligned to state content standards in the core curriculum areas of reading/language arts, mathematics, science, and history-social science. Students in grades K-8 shall be provided with instructional materials adopted by the State Board of Education.~~

The district may pilot instructional materials, using a representative sample of classrooms for a specified period of time during a school year, in order to determine how well the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Public Hearing on Sufficiency of Instructional Materials

The Board shall annually conduct one or more public hearings on the sufficiency of the district's ~~textbooks and other~~ instructional materials, **including textbooks, technology-based materials, other educational materials, and tests. Technology-based materials include, but are not limited to, software programs, video disks, compact disks, optical disks, video and audio tapes, lesson plans, databases, and the electronic equipment required to make use of those materials by students and teachers as a learning resource.** (Education Code 60010, ~~5 CCR 9534~~)

The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. Ten days prior to the hearing and in three public places within the district, the Superintendent or designee shall post a notice containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks or instructional materials that are aligned to the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE in each of the following subjects: (Education Code 60119)

1. Mathematics

(cf. 6142.92—Mathematics Instruction)

2. Science

(cf. 6142.93—Science Instruction)

3. History-social science

(cf. 6142.94—History-Social Science Instruction)

4. English/language arts, including the English language development component of an adopted program

5. **World/Foreign** language

(cf. 6142.2—World/Foreign Language Instruction)

6. Health

~~(cf. 6142.8 – Comprehensive Health Education)~~

In making these determinations, the Board shall consider whether each student has sufficient textbooks ~~and/or~~ **other** instructional materials to use in class and to take home. ~~However, This does not require that each student have two sets of materials. The materials may be in a digital format as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district and has the ability to use and access them at home.~~ However, the materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

If materials are in a digital format, they shall be considered sufficient as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district, and has the ability to use and access them at home. (Education Code 60119)

~~The Board shall also make a determination that all students within the district who are enrolled in the same course have "identical" standards-aligned textbooks or instructional materials from the same adoption cycle, as defined in Education Code 1240.3, 60119, and 60422. (Education Code 1240.3, 42605)~~

~~However, the district may purchase the newest adopted instructional materials for students in district schools ranked in deciles 1-3 of the base Academic Performance Index in any one of the past three school years without necessarily purchasing these materials for use in other district schools. (Education Code 1240.3)~~

If the Board determines that there are insufficient textbooks ~~and/or~~ **other** instructional materials, ~~the Board the district~~ shall provide information to classroom teachers and to the public setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks and/or instructional materials in each subject area and the reasons that each student does not have sufficient textbooks ~~and/or~~ instructional materials. The Board shall take any action, ~~except an action that would require reimbursement by the Commission of State Mandates,~~ to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district’s local control and accountability plan. (Education Code 52060)

Complaints

Complaints concerning instructional materials shall be handled in accordance with law, ~~Board policy, and administrative regulation~~ **BP/AR 1312.2 – Complaints Concerning Instructional Materials or AR 1312.4 – Williams Uniform Complaint Procedures, as applicable.**

~~(cf. 1312.2 – Complaints Concerning Instructional Materials)
(cf. 1312.4 – Williams Uniform Complaint Procedures)~~

Legal Reference:

EDUCATION CODE

~~220 Prohibition against discrimination~~
~~1240 County superintendent, general duties~~
~~1240.3 Definition of sufficiency for categorical flexibility~~
~~33050-33053 General waiver authority~~
~~33126 School accountability report card~~
~~35272 Education and athletic materials~~
~~42605 Tier 3 categorical flexibility~~
~~44805 Enforcement of course of studies; use of textbooks, rules and regulations~~
~~49415 Maximum textbook weight~~
~~51501 Nondiscriminatory subject matter~~
~~60000-60005 Instructional materials, legislative intent~~
~~60010 Definitions~~
~~60040-60052 Instructional requirements and materials~~
~~60060-60062 Requirements for publishers and manufacturers~~
~~60070-60076 Prohibited acts (re instructional materials)~~
~~60110-60115 Instructional materials on alcohol and drug education~~
~~60119 Public hearing on sufficiency of materials~~
~~60200-60206 Elementary school materials~~
~~60226 Requirements for publishers and manufacturers~~
~~60240-60252 State Instructional Materials Fund~~
~~60350-60352 Core reading program instructional materials~~
~~60400-60411 High school textbooks~~
~~60420-60424 Instructional Materials Funding Realignment Program~~
~~60510-60511 Donation for sale of obsolete instructional materials~~
~~60605 State content standards~~
~~60605.8 Common Core Standards~~
~~60605.86 Supplemental instructional materials aligned with Common Core State Standards~~
CODE OF REGULATIONS, TITLE 5
~~9505-9530 Instructional materials, especially:~~
~~9531-9532 Instructional Materials Funding Realignment Program~~

Management Resources:

CSBA PUBLICATIONS

~~Flexibility Provisions in the 2008 and 2009 State Budget: Policy Considerations for Governance Teams, Budget Advisory, March 2009~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~01-05 Guidelines for Piloting Textbooks and Instructional Materials, September 2001 January 2015~~
~~Standards for Evaluating Instructional Materials for Social Content, 2000-2013~~

WEB SITES

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

~~Association of American Publishers: <http://www.publishers.org>~~

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

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

Review Process

The district's review process for evaluating instructional materials shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members in accordance with Education Code 60002). The review process may also involve administrators, other staff who have subject-matter expertise, and students as appropriate. The Superintendent or designee shall seek input from stakeholders with diverse backgrounds and perspectives.

If the district is considering the use of instructional materials for grades K-8 that have not been adopted by the State Board of Education (SBE), the Superintendent or designee shall ensure that a majority of the participants in the district's review process are classroom teachers who are assigned to the subject area or grade level of the materials. (Education Code 60210)

Superintendent or designee may establish an advisory committee to conduct the review of instructional materials.

The Superintendent or designee shall present to the Governing Board recommendations for instructional materials and documentation that supports the recommendations.

All recommended instructional materials shall be available for public inspection at the district office.

~~Instructional Materials Funding Realignment Program~~

~~The district shall use state funds received under the Instructional Materials Funding Realignment Program to provide each student with standards-aligned textbooks or instructional materials, in an electronic or hard bound format, in the core curriculum areas of reading/language arts, mathematics, science, and history social science. (Education Code 60422, 60422.1)~~

~~(cf. 6142.91—English/Language Arts Instruction)~~

~~(cf. 6142.92—Mathematics Instruction)~~

~~(cf. 6142.93—Science Instruction)~~

~~(cf. 6142.94—History-Social Science Instruction)~~

~~Instructional materials for grades K-8 shall be selected from the list of standards-aligned materials adopted by the State Board of Education (SBE). Standards-aligned materials in each core curriculum area shall be provided to each student at the beginning of the first school term that commences no later than 24 months after those materials are adopted by the SBE or the Governing Board, as applicable. (Education Code 60049, 60422)~~

~~(cf. 1431—Waivers)~~

~~(cf. 6011—Academic Standards)~~

~~After the Board has certified that all students have been provided with standards-aligned instructional materials in the core curriculum areas, the district may use any remaining program funds for the purposes specified in Education Code 60242. (Education Code 60119, 60422)~~

When possible, the district may pilot instructional materials in a representative sample of classrooms for a specified period of time during a school year, in order to determine the extent to which the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Criteria for Selection and Adoption of Instructional Materials

In recommending instructional materials for adoption by the Board, the Superintendent or designee shall ensure that the materials shall:

1. ~~For grades K-8, be selected from among the list of materials approved by the SBE in accordance with law (Education Code 60200)~~ **Are aligned to the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE**

For grades K-8, only instructional materials on the list of materials adopted by SBE and/or other instructional materials that have not been adopted by SBE but are aligned with the state academic content standards or the Common Core State Standards may be recommended for selection. (Education Code 60200, 60210)

2. ~~Do not reflect adversely upon persons because of any characteristic specified in law and BP 0410 – Nondiscrimination in District Programs and Activities their race or ethnicity, gender, religion, disability, nationality, sexual orientation, occupation, or other characteristic listed in Education Code 220, nor contain any sectarian or denominational doctrine or propaganda contrary to law (Education Code 51501, 60044)~~

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

3. To the satisfaction of the Board, ~~are~~ **be** accurate, objective, current, and suited to the needs and comprehension of **district** students at their respective grade levels (Education Code 60045)
4. With the exception of literature and tradebooks, use proper grammar and spelling (Education Code 60045)
5. **Do not** expose students to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: (Education Code 60048, 60200)
 - a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by the SBE.

- b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration.

(cf. 1325—Advertising and Promotion)

~~6. If the materials are technology-based materials, be both available and comparable to other, equivalent instructional materials (Education Code 60052)~~

7 6. Meet the requirements of Education Code 60040-60043 for specific subject content, **including, but not limited, accurately portraying society's cultural and racial diversity**

8 7. Support the district's adopted courses of study and curricular goals

(cf. 6141—Curriculum Development and Evaluation)

(cf. 6143—Courses of Study)

9 8. Contribute to a comprehensive, balanced curriculum

10 9. Demonstrate reliable quality of scholarship as evidenced by:

- a. Accurate, up-to-date, and well-documented information
- b. Objective presentation of diverse viewpoints
- c. Clear, concise writing and appropriate vocabulary
- d. Thorough treatment of subject matter

11 10. Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities, and developmental levels

12 11. ~~Include materials that~~ Stimulate discussion of contemporary issues and improve students' thinking and decision-making skills

13. ~~Contribute to the proper articulation of instruction through grade levels~~

14 12. As appropriate, have corresponding versions available in languages other than English

15 13. Include high-quality teacher's guides

16. ~~Meet high standards in terms of the quality, durability, and appearance of paper, binding, text, and graphics~~

17 14. When available from the publishers, include options for lighter weight materials in order to help minimize any injury to students by the combined weight of instructional materials

In addition to meeting the above criteria as applicable, technology-based materials shall:

1. ~~If the materials are technology-based materials, are~~ **Be** both available and comparable to other, equivalent instructional materials (Education Code 60052)
2. **Be accessible to all students, including economically disadvantaged students, students with disabilities, and English learners**
3. **Protect the privacy of student data**

Instructional Materials Evaluation Committee

~~The Superintendent or designee may establish an instructional materials evaluation committee to evaluate and recommend instructional materials for Board approval. This committee shall substantially be composed of teachers and may also include administrators, other staff who have subject matter expertise, parents/guardians, community members, and students as appropriate.~~

(cf. 1220—Citizen Advisory Committees)

~~The committee shall review instructional materials using criteria provided above and in law, and shall provide the Board with documentation supporting its recommendations.~~

Conflict of Interest

To ensure integrity and impartiality in the evaluation and selection of instructional materials, ~~any district employee~~ **individuals** who ~~is~~ **are** participating in the evaluation of instructional materials and ~~are~~ not otherwise designated in the district's conflict of interest code shall sign a disclosure statement indicating that ~~he/she they~~:

1. ~~Shall~~ **Will** not accept any emolument, money, or other valuable thing or inducement to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional material (Education Code 60072)

Sample copies of instructional materials are excepted from this prohibition. (Education Code 60075)

(cf. 9270—Conflict of Interest)

2. ~~Is~~ **Are** not employed by nor receives compensation from the publisher or supplier of the instructional materials, or any person, firm, organization, subsidiary, or controlling entity representing it
3. ~~Does not have and will not negotiate a contractual relationship with the publisher or supplier of the instructional materials, or any person, firm, organization, subsidiary, or controlling entity representing it~~
- 4.3. Does not have an interest as a contributor, author, editor, or consultant in any textbook or other instructional material submitted to the district

Regulation 6161.1
approved: September 17, 2012
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

RESOLUTION ON SUFFICIENCY OF INSTRUCTIONAL MATERIALS

Whereas, the Governing Board of the *(name of school district)*, in order to comply with the requirements of Education Code 60119, held a public hearing on *(date)*, at *(time)* o'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which sufficient textbooks or other instructional materials were provided to all students, including English learners, in the *(name of school district)*, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards and/or the Common Core State Standards adopted by the State Board of Education;

Finding of Sufficient Textbooks or Instructional Materials

Whereas, sufficient standards-aligned textbooks or other instructional materials that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learner, in the following subjects:

- **Mathematics:** *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

- **Science:** *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

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- **History-social science:** *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*
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- **English language arts, including the English language development component of an adopted program:** *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*
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- **World language:** *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*
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- **Health:** *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*
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Therefore, it is resolved that for the (year) school year, the (name of school district) has provided each student with sufficient standards-aligned textbooks or other instructional materials that are consistent with the cycles and content of the curriculum frameworks.

Finding of Insufficient Textbooks or Instructional Materials

Whereas, information provided at the public hearing and to the Board at the public meeting detailed that insufficient standards-aligned textbooks or other instructional materials were provided to students in the following subjects and grade levels at district schools: *(For each school, list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in mathematics, science, history-social science, English language arts, world/foreign language, and health.)*

Whereas, sufficient textbooks or other instructional materials were not provided at each school listed above due to the following reasons: *(For each school at which there is an insufficiency, list the reasons that each student does not have sufficient instructional materials in each subject and grade level listed above.)*

Therefore, it is resolved, that for the (year) school year, the (name of school district) has not provided each student with sufficient textbooks or other instructional materials that are consistent with the cycles and content of the curriculum framework, and;

Be it further resolved, that the following actions will be taken to ensure that all students have sufficient standards-aligned textbooks or other instructional materials in all subjects that are consistent with the cycles and content of the curriculum frameworks within two months of the beginning of the school year in which this determination is made. *(List actions to be taken to resolve insufficiency.)*

PASSED AND ADOPTED THIS day of at a meeting, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Attest:

Secretary

President

Exhibit 6161.1
approved:
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California