# LAKESIDE UNION SCHOOL DISTRICT

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

November 9, 2023 <u>Closed Session</u>: 5:00 p.m. <u>Open Session</u>: 6:00 p.m.

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

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

If you wish to speak under Public Comment, complete the <u>Public Comment Form</u>. 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 - 5:00PM

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

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

#### C. CLOSED SESSION

- 1. Conference with Labor Negotiator, Lisa Davis, regarding the California School Employees Association and its Chapter 240, pursuant to Government Code §54957.6; and
- 2. Conference with Labor Negotiator, Lisa Davis, regarding the Lakeside Teachers Association, pursuant to Government Code §54957.6; and
- 3. Conference with Legal Counsel regarding Existing Litigation, pursuant to Government Code §54956.9; and
- 4. Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.

#### D. <u>OPENING PROCEDURES - 6:00PM</u>

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

#### E. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

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

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## G. PRESENTATIONS

- 1. Julie Evans from Project Tomorrow will present the Speak Up Hero Award to the district for leveraging local and national insights from Project Tomorrow's annual Speak Up Research Project to transform learning at the Lakeside Union School District.
- 2. Information: Grandparent Joy West has made a request to be placed on the Board agenda to present on an impact study she conducted on the utilization of the new electric school buses.

## H. PUBLIC HEARINGS/ACTION ITEMS

- 1. **PUBLIC HEARING**: The Governing Board will conduct a public hearing to receive input from the public regarding the findings contained in the annual and five-year developer fees report for fiscal year 2022-2023.
- 2. **Adoption** is requested of Resolution No. 2024-07, to adopt the findings contained in the annual and five-year developer fees report for fiscal year 2022-2023.
- 3. **PUBLIC HEARING**: The Governing Board will conduct a public hearing to receive input from the public regarding the Financial Disclosure of the Collective Bargaining Agreement with the Lakeside Teachers Association for a new 3-year successor agreement to resolve negotiations for the 2023-24 school year.
- 4. **Approval** is requested of the Collective Bargaining Agreement for the Tentative Agreement with Lakeside Teachers Association to resolve negotiations for a 3-year successor agreement for the 2023-24 school year at a total combined cost to the district of \$1,762,072.45 with fringe costs.
- 5. **Approval** is requested of a Tentative Agreement with the Lakeside Teachers Association for a new 3-year successor agreement for the 2023-24 school year.

#### 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 October 12, 2023.

#### I. <u>SUPERINTENDENT (CONTINUED)</u>

2.2 **Nomination** is requested for a representative for the California School Boards Association's Delegate Assembly, Region 17 (San Diego County). Delegates will serve a two-year term beginning April 1, 2024.

## HUMAN RESOURCES

- 3.1 Approval is requested of revised job descriptions for the following positions, effective July 1, 2023: A) Administrative Support Specialist Special Education from 11 months to 12 months; and B) Administrative Support Specialist MOT from 11 months to 12 months.
- 3.2 **Approval** is requested of a job description for Supervisor of Custodial Services.
- 3.3 **Approval** is requested of a job description for Executive Administrative Assistant Education Services (Confidential).
- 3.4 **Approval** is requested of title revisions for the following job descriptions: A) School Principal Middle School (Confidential), Tierra del Sol Middle School; B) School Principal (Confidential), Lindo Park; and C) K-8 Academy Principal (Confidential).
- 3.5 **Approval** is requested of a Memorandum of Understanding with Alliant International University to provide teaching experience through clinical practice.
- 3.6 Approval/Ratification is requested of Personnel Assignment Order 2024-05.

#### **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. 2024-08, designating Lisa Davis, Assistant Superintendent, and Dr. Christine Sinatra, Executive Director, Human Resources, as the chief negotiators with the Administrators Association Lakeside Schools (AALS).
- 4.3 **Adoption** is requested of Resolution No. 2024-09, designating Lisa Davis, Assistant Superintendent, as the chief negotiator with the California School Employees Association and its Chapter 240, as well as the Executive Director of Human Resources; Director of Maintenance, Operations and Transportation; Lindo Park Principal; and K-8 Academy Principal.
- 4.4 **Adoption** is requested of Resolution No. 2024-10, designating Lisa Davis, Assistant Superintendent, as the chief negotiator with the Lakeside Teachers Association.
- 4.5 **Adoption** is requested of the Certificated Salary Schedules for the 2023-24 school year, effective July 1, 2023.
- 4.6 **Adoption** is requested of the Confidential, Management and Superintendent Salary Schedules for the 2023-24 school year, effective July 1, 2023.

#### I. BUSINESS SERVICES (CONTINUED)

- 4.7 **Approval** is requested of a Memorandum of Understanding with the California School Employees Association and its Chapter 240 for the Behavioral Intervention Specialist and Licensed Mental Health Clinician.
- 4.8 **Approval** is requested of a Notice of Completion for ESR Construction at Tierra del Sol Middle School. The cost of the contract is \$2,405,771.
- 4.9 **Approval** is requested of an out-of-state conference for 5 child nutrition employees to attend the School Nutrition Association Conference in Boston, Massachusetts from July 13-17, 2024.
- 4.10 Authorization is requested, per Board Policy 3270, Sale and Disposal of Books, Equipment and Supplies, the District is requesting to sell the following surplus: A) 100 iPads (Model 1822); B) 350 iPads (Model 1893); C) 300 iPads (Model 2197); D) approximately 250 broken Chromebooks (to sell for parts); and E) approximately 200 older model Chromebooks (in good condition).
- 4.11 Approval is requested of the following annual contracts for the 2023-2024 school year: A) New Haven Youth and Family Services (Special Ed); B) I Love a Clean San Diego (LP); C) Darren Murphy (LV); D) Imagine Learning (Ed Services); E) Cajon Valley Union School District (Special Ed); F) Wellness Together (Pupil Services); G) Rachel's Challenge (LMS); H) BMX Freestylesbmx (RV/WG); I) Cooperative Strategies (Superintendent); J) Kristen Eveland (LV); K) Jean Chan, DDS (LP); L) Timken Museum of Art (LP); and M) Grant: San Diego County Superintendent of Schools (Ed Services).
- 4.12 Approval is requested of the following gifts to the District: A) Aradis U.S. donated a HP Plotter (approximate value, \$1,500) to Winter Gardens; B) Mr. & Mrs. Tewes donated \$500 towards garden projects at DREAM Academy; C) Mr. & Mrs. Neal donated \$100 towards garden projects at DREAM Academy; D) Riverview/Winter Gardens PTA donated a book vending machine to the Winter Gardens campus; and E) October PTA Summary: \$716 to Winter Gardens for a field trip.

#### SPECIAL EDUCATION

5.1 **Approval** is requested of a Settlement Agreement for "educational and counseling" services for a district student at a cost of \$6,350.

## BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND/OR EXHIBITS

- 6.1 **Approval** is requested for Board Policy 3450: Money School/District Buildings.
- 6.2 **Approval** is requested for Board Policy and Administrative Regulation 4030: Nondiscrimination in Employment.
- 6.3 **Approval** is requested for Board Policy and Administrative Regulation 4217.3: Layoff/Rehire.
- 6.4 **Approval** is requested for Board Policy 5141.5: Mental Health.
- 6.5 **Approval** is requested of the Board Policy and Administrative Regulation 6154, Homework/ Makeup Work.

#### J. DISCUSSION ITEMS

Miscellaneous:

- 1. Enrollment Report for Month 2 (September 18 October 13, 2023)
- 2. Quarterly Investment Reports, San Diego County Treasury Investment Pool as of quarter ended on September 30, 2023
- 3. Zero Williams complaints were filed with the State.
- 4. Review of Committee Representation

First Readings:

- 5. Board Policy and Exhibit 0420.41: Charter School Oversight.
- 6. Administrative Regulation 5141.21: Administering Medication and Monitoring Health Conditions.
- 7. Board Policy and Administrative Regulation 5145.12: Search and Seizure.
- 8. Board Bylaw 9320: Meetings and Notices.

#### K. <u>REPORTS TO THE BOARD</u>

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

Respectfully Submitted,

Rhonda L. Taylor, Ed.D. Superintendent Administration:

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



Board of Trustees:

JIM BENNETT AUTUMN ELLENSON ANDREW HAYES LARA HOEFER MOIR RON KASPER

## NOTICE OF PUBLIC HEARING AND PROPOSAL FOR THE ANNUAL AND FIVE-YEAR DEVELOPER FEES REPORT FOR FISCAL YEAR 2022-2023

PLEASE TAKE NOTICE that immediately following a public hearing on the matter, a resolution (#2024-07) will be considered by the Governing Board of the Lakeside Union School District at its regular meeting on November 9, 2023 located at Lakeside Union School District Administrative Center, 12335 Woodside Avenue, Lakeside CA 92040, regarding the findings contained in the annual and five-year developer fee report for fiscal year 2021-22. The information was made available for viewing 15 days prior to the board meeting.

October 24, 2023

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

# LAKESIDE UNION SCHOOL DISTRICT

## Governing Board Meeting Date: November 9, 2023

#### Agenda Item:

Adoption of Resolution 2024-07, to adopt the findings contained in the Annual and Five-Year Developer Fee Report for Fiscal Year 2022-23

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

Pursuant to Government Code Sections 66006 (b) and 66001 (d) the District is required to prepare an Annual and Five-Year Report of the developer fees collected for residential and commercial development projects within 180 days of the end of the fiscal year, which must be reviewed by the Board of Education at a regularly scheduled public meeting.

## Fiscal Impact (Cost):

N/A

## **Funding Source:**

N/A

## Addresses Emphasis Goal(s):

#1: Academic Achievement Recommended Action:	□ <b>#2:</b> Social Emotional	□ <b>#3:</b> Physical Environments
<ul> <li>□ Informational</li> <li>□ Discussion</li> <li>☑ Approval</li> <li>□ Adoption</li> </ul>	<ul> <li>Denial/Rejection</li> <li>Ratification</li> <li>Explanation: Click here</li> </ul>	to enter text.

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Lisa Davis, Assistant Superintendent

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

Anda Jayla Dr. Rhonda Taylor, Superintendent

#### **RESOLUTION NO. 2024-07**

## A RESOLUTION OF THE BOARD OF EDUCATION OF THE LAKESIDE UNION SCHOOL DISTRICT ADOPTING THE FINDINGS CONTAINED IN THE ANNUAL AND FIVE-YEAR DEVELOPER FEE REPORT FOR FISCAL YEAR 2022-23

WHEREAS, pursuant to its authority under Education Code Section 17620 and Government Code Section 65995, the Board of Education has previously adopted and imposed statutory school fees for the 2022-23 fiscal year on residential, commercial, and industrial development ("Developer Fees") to mitigate the impact of new development on the Lakeside Union School District ("District"); and

WHEREAS, the District has deposited all Developer Fees that it has received in a separate non-commingled capital facilities fund ("Capital Facilities Fund") established for such a purpose, pursuant to Government Code Section 66006(a) and (b); and

WHEREAS, the District has made available to the public within one hundred and eighty (180) days of the end of the 2022-23 fiscal year the Annual and Five-Year Developer Fee Reports for Fiscal Year 2022-23; and

WHEREAS, the District has reviewed the information provided in the Annual and Five-Year Developer Fee Reports and has determined the information contained therein to be true and correct; and

WHEREAS, the Annual Developer Fee Report was prepared in accordance with Government Code Section 66006(b)(1); and

WHEREAS, the Five-Year Developer Fee Report was prepared in accordance with Government Code Section 66001(d); and

WHEREAS, the District has mailed notice at least fifteen (15) days prior to this meeting to all interested parties who have requested notice of any meeting relative to the District's imposition of Developer Fees; and <u>Section 3.1</u> That the purpose of Developer Fees imposed on new residential, commercial, and industrial development within the District is to fund the school facilities required to serve the additional grade K-12 students generated by such new development and that the Developer Fees will be used for the construction and/or acquisition of additional school facilities and the remodeling of existing school facilities to provide additional capacity.

<u>Section 3.2</u> That there is a proportional and reasonable relationship between the Developer Fees imposed on new development and the need for additional District school facilities because new development will generate new students to be enrolled in the District which will lead to increased need for school facilities, and that the Developer Fees imposed do not exceed the cost of providing such additional school facilities.

<u>Section 3.3</u> That there is a further proportional and reasonable relationship between the unexpended Developer Fees contained in the Capital Facilities Fund and the need for additional school facilities because the Developer Fees imposed on new developments will not fully cover the costs of providing such school facilities for these new students.

<u>Section 3.4</u> That the portion of the Capital Facilities Fund that remains unexpended will be used for the construction and/or acquisition of additional school facilities, remodeling existing school facilities in order to increase capacity, and the acquisition of additional portable classrooms to accommodate students generated from new development.

<u>Section 3.5</u> That the funding anticipated to complete the financing of incomplete projects will be obtained from the State School Facilities Program and additional Developer Fees as set forth in the Five-Year Developer Fee Report.

Section 3.6 That the dates upon which the District's school facilities projects employing the unexpended funds in the Capital Facilities Fund will commence are not presently known.

<u>Section 4.</u> The Annual and Five-Year Developer Fee Reports have been made available to the public within one hundred and eighty (180) days after the last day of the fiscal year pursuant to Government Code Sections 66001(d) and 66006(b).

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## LAKESIDE UNION SCHOOL DISTRICT ANNUAL AND FIVE-YEAR DEVELOPER FEES REPORT FOR FISCAL YEAR 2022-23

Government Code Sections 66006 and 66001 provide that the District shall make available to the public certain information and adopt described findings relative to statutory school facility fees ("Statutory School Fees") collected pursuant to Education Code Sections 17620 et. seq. and Government Code Sections 65995 et. seq. ("Level 1 fees, "Level 2 fees," and "Level 3 fees," collectively, "Statutory School Facility Fees" and as to Level 2 and Level 3 fees, "Alternative School Facility Fees.") The foregoing for this purpose is also referred to as reportable fees ("Reportable Fees"). The described information and findings relate to Reportable Fees received, expended or to be expended in connection with school facilities ("School Facilities") to accommodate additional students from new development if funded or partially funded with Reportable Fees. The Reportable Fees do not include letters of credit, bonds, or other instruments to secure payment of Reportable Fees at a future date. The Reportable Fees have not been levied, collected or imposed for general revenue purposes.

The following is the information for review and the proposed findings scheduled for adoption in accordance with Government Code Sections 66006 and 66001.

## I. INFORMATION MADE AVAILABLE PURSUANT TO GOVERNMENT CODE SECTION 66006 FOR FISCAL YEAR 2022-23:

In accordance with Government Code Section 66006(b)(1) and (2), the District provides the following information for fiscal year 2022-23:

## A. DESCRIPTION OF THE TYPE OF REPORTABLE FEES IN THE ACCOUNT OR SUB-ACCOUNT(S) OF THE DISTRICT:

The Reportable Fees consist of Statutory School Fees and Mitigation Payments.

## B. AMOUNT OF REPORTABLE FEES:

The Statutory School Fee and Mitigation Payment rates for fiscal year 2022-23 are set forth in Schedule A, which is incorporated herein. These Statutory School Fee and Mitigation Payment rates were previously adopted on behalf of the Board of Education ("Board") of the District. The Statutory School Fee amounts only partially mitigate the impacts to the District caused by new residential development because the Statutory School Fees do not adequately fund the school facility needs resulting from additional development within the District. The amounts of the Mitigation Payments are essential to fund interim and permanent school facilities to accommodate students from additional development within the District.

## C. BEGINNING AND ENDING BALANCE OF ACCOUNT:

	Statu	utory School Fees	Mitigation Payments	
Beginning Balance (7/1/22)	\$	1,479,213.10	-0-	
Ending Balance (6/30/23)	\$	1,694,035.15	-0-	

## D. AMOUNT OF THE REPORTABLE FEES COLLECTED AND INTEREST EARNED:

Amount of Fees Collected	Amount of I	Interest Earned	Proceeds from Sale of Portable Buildings
\$195,188	\$	36,841.27	-0-

E. IDENTIFICATION OF EACH PROJECT IF THE DISTRICT ON WHICH REPORTABLE FEES WERE EXPENDED AND THE AMOUNT OF THE EXPENDITURES ON EACH PROJECT OF THE DISTRICT FOR FISCAL YEAR 2022-23, INCLUDING THE TOTAL PERCENTAGE OF THE COST OF THE PROJECT OF THE DISTRICT, THAT WAS FUNDED WITH REPORTABLE FEES:

PROJECT NAME	ANTICIPATED AMOUNT OF FUNDING FROM SCHOOL FACILITIES FEES	PERCENTAGE OF TOTAL PROJECT COST
Relocatable Lease Payments District Office (1)	\$ 10,262.20	100%
Direct Support Costs (Admin Fees)	\$ 6,944.85	100%

F. IDENTIFICATION OF AN APPROXIMATE DATE BY WHICH THE CONSTRUCTION OF PROJECT(S) OF THE DISTRICT WILL COMMENCE IF THE DISTRICT DETERMINES THAT SUFFICIENT FUNDS HAVE BEEN COLLECTED TO COMPLETE FINANCING ON AN INCOMPLETE PROJECT OF THE DISTRICT, AS IDENTIFIED IN PARAGRAPH (2) SUBDIVISION (A) OF SECTION 66001, AND THE PROJECT OF THE DISTRICT REMAINS INCOMPLETE:

The District proposes to determine that for fiscal year 2022-23, Reportable Fees and other sources of funding were not sufficient to complete the financing of any School Facilities construction project ("Project") of the District. Please refer to the School Facilities Needs Analysis Report.

G. DESCRIPTION OF EACH INTERFUND TRANSFER OR LOAN MADE FROM THE ACCOUNT OR SUB-ACCOUNT(S), INCLUDING PROJECT(S) OF THE DISTRICT ON WHICH THE TRANSFERRED OR LOANED REPORTABLE FEES WILL BE EXPENDED, AND, IN THE CASE OF AN INTERFUND LOAN, THE DATE ON WHICH THE LOAN WILL BE REPAID, AND THE RATE OF INTEREST THAT THE ACCOUNT OR SUB-ACCOUNT(S) WILL RECEIVE ON THE LOAN:

No interfund transfers or loans were made from Reportable Fees.

H. THE AMOUNT OF REFUNDS MADE OR REVENUES ALLOCATED FOR OTHER PURPOSES IF THE ADMINISTRATIVE COSTS OF REFUNDING UNEXPENDED REVENUES EXCEED THE AMOUNT TO BE REFUNDED:

No refunds were made or revenues allocated for other purposes.

In accordance with Government Code Section 66006(b)(2), the foregoing information, including the proposed five (5) year findings set forth below will be made available to the public at least fifteen (15) days prior to consideration of the Reportable Fees Report. The Board of the District will review such annual information and proposed five (5) year findings at its next regular meeting occurring at least fifteen (15) days subsequent to the availability of this Reportable Fees Report.

## II. PROPOSED FIVE (5) YEAR FINDINGS WITH RESPECT TO THAT PORTION OF THE REPORTABLE FEES REMAINING UNEXPENDED, WHETHER COMMITTED OR UNCOMMITTED IN ACCORDANCE WITH GOVERNMENT CODE SECTION 66001.

#### A. IDENTIFICATION OF THE PURPOSE FOR REPORTABLE FEES ARE:

The purpose of the Reportable Fees imposed and collected on new residential, commercial, and industrial development within the District is to fund additional School Facilities required to serve the students of the District generated by this new development within the District. See Schedule C for the District's School Facilities Projects. Specifically, the Reportable Fees have been and will continue to be used for the construction and/or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, as well as acquiring and installing additional portable classrooms.

## B. DEMONSTRATION OF REASONABLE RELATIONSHIP BETWEEN THE REPORTABLE FEES AND THE PURPOSES OF WHICH THEY ARE CHARGED:

There is roughly a proportional, reasonable relationship between the new development upon which the Reportable Fees are charged and the need for additional School Facilities by reason of the fact that additional students will be generated by additional development within the District and the District does not have student capacity in the existing School Facilities to accommodate these new students. Furthermore, the Reportable Fees charged on new development will be used to fund School Facilities which will provide capacity to serve the students generated from new development and the Fees do not exceed the costs or providing such School Facilities for new students.

## C. IDENTIFICATION OF ALL SOURCES AND AMOUNTS OF FUNDING THE ANTICIPATED TO COMPLETE FINANCING OF THE SCHOOL FACILITIES THE DISTRICT HAS IDENTIFIED IN THE DISTRICT'S REPORTS FOR FISCAL YEAR 2023-24:

Source of Funding		Amount of Funding Anticipated to be Received to Complete			
	Financ	ing of School Facilities			
1. State School Building Program		-			
2. State Hardship Funds		-			
3. Community Facilities Districts		-			
4. General Obligation Bond Proceeds		-			
5. Redevelopment Pass-Through Agreements		-			
6. Statutory School Facility Fees	\$	200,000.00			
7. Mitigation Payments		-			
8. Certificates of Participation		_			
9. S.B. No. 201 Fees (Government Code Section 65970 et seq.)		-			
10. Beginning Balance (7/01/2023)	\$	1,694,035.15			
11. Total Funding (Lines 1-10) above	\$	1,894,035.15			
12. Total Costs Funded by Developer Fees: See Schedule B	\$	1,391,129.00			
13. Minus total of All Funds in Source (Enter from Line 11 above)	\$	1,894,035.15			
14. Surplus Balance (Line 13, minus Line 12)	\$	502,906.15			

## D. DESIGNATION OF THE APPROXIMATE DATE ON WHICH THE FUNDING REFERRED TO IN PARAGRAPH 3 ABOVE IS EXPECTED TO BE DEPOSITED IN THE APPROPRIATE ACCOUNT OR SUB-ACCOUNT(S):

Source of Funding	Approximate Date Expected to be Deposited
State School Building Program	N/A
State Hardship Funds	N/A
Community Facilities Districts	N/A
General Obligation Bond Proceeds	N/A
Redevelopment Pass-Through Agreements	N/A
Statutory School Facility Fees	Immediately Upon Receipt
Mitigation Payments	N/A
Certificates of Participation	N/A
S.B. No. 201 Fees (Government Code Section 65970 et. Seq.)	N/A

## SCHEDULE A

## 2023-24 STATUTORY SCHOOL FEES

## Effective 8/17/2020:

Statutory School Fees:

Residential Development	\$2.53 per square foot of assessable space
Commercial/Industrial Development	\$0.41 per square foot of assessable space
Storage Development	\$0.16 per square foot of assessable space
Mitigation Payments:	

-0-

Residential Development

## SCHEDULE B

## LAKESIDE UNION SCHOOL DISTRICT ITEMIZED PROJECT FUNDING FROM SOURCES IDENTIFIED IN II (C) ARE ANTICIPATED COSTS/FEES FOR NEXT FISCAL YEAR 2023-24

PROJECT		AMOUNT	PERCENTAGE
Relocatable Lease Payments District Office (1)	\$	10,693.00	100%
Direct Support Costs (Admin Fees)	\$	6,000.00	100%
Restroom Trailer Rental, Dream		24,436.00	100%
Kinder Portable Replacement, Lakeview	\$	350,000.00	100%
Technology Expansion		1,000,000.00	100%
Total of Lines	\$	1,391,129.00	

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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

## Public Notice for the Financial Provisions of the Collective Bargaining Agreement

At the regular board meeting of November 9, 2023, the Board of Trustees will conduct a public hearing to receive input on the financial provisions of the proposed collective bargaining agreement with the Lakeside Teachers Association. The approximate total combined cost to the district is \$1,762,072.45 with fringe costs. The major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer. The public hearing will be held on Thursday, November 9, 2023.

November 1, 2023

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

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

# LAKESIDE UNION SCHOOL DISTRICT

## Governing Board Meeting Date: November 9, 2023

#### Agenda Item:

Disclosure of the Collective Bargaining Agreement for the Tentative Agreement between the District and the Lakeside Teachers Association to resolve negotiations for a 3-Year Successor Agreement for the 2023-24 school year.

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

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

## Fiscal Impact (Cost):

\$1,762,072.45 with fringe costs for the 2023-24 school year

## **Funding Source:**

General Fund, Child Development

## Addresses Emphasis Goal(s):

	<b>#1:</b> Academic Achievement commended Action:		<b>#2:</b> Social Emotional	□ <b>#3:</b> Physical Environments
	Informational		Denial/Rejection	
	Discussion		Ratification	
$\boxtimes$	Approval		Explanation: Click here t	to enter text.
	Adoption	e		

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Lisa Davis, Assistant Superintendent

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

Dr. Rhonda Taylor, Superintendent

#### PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	Lakeside Union School District						
Name of Bargaining Unit:	Lakeside Teachers	Lakeside Teachers Associations (LTA)					
Certificated, Classified, Other:	Certificated						
The proposed agreement covers the period	beginning:	July 1, 2023	and ending:	June 30, 2024			
		(date)		(date)			
If this agreement is part of	of a multi-year agreem	ent, indicate all fiscal ye	ars covered by the agreeme	nt.			
Enter the on-schedule % inc	rease for each fiscal y	ear. (Do not report off-se	chedule increases in this see	ction)			
Fiscal Year							
% Increase							
The Governing Board will act upon this ag	greement on:		November 9, 2023				
			(date)				
Budget Revisions to be adopted by: (no la	r approval)	December 24, 2023					
			(date)	-			

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

#### A. Proposed Change in Compensation

	Bargaining Unit Compensation			Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for ongoing costs, multiyear and overlapping agreeme						
	Fund 01- General Fund		Annual Cost Prior to Proposed Settlement		Year 1 Increase/(Decrease) 2023-24		Year 2 Increase/(Decrease) 2024-25		Year 3 Increase/(Decrease) 2025-26	
1.	Salary Schedule	\$	26,253,521		1,442,666.00		1,471,519.00		1,500,950.00	
	On-Schedule increase				5.50%		5.31%		5.15%	
2.	Step & Column	\$	514,569				28,853.00		29,430.00	
	Increase or decrease in the cost of step & column as a result of the settlement									
					0.00%		5.61%		5.42%	
3.	Other Compensation Stipends, Off-schedule payments, Longevity, Overtime, Differential, one-time bonuses, etc.	\$	-						-	
4.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$	5,849,712	\$	319,406	\$	334,035	\$	340,716	
			A CONTRACTOR OF		5.46%		5.41%		5.24%	
5.	Health/Welfare Plans	\$	4,713,847						-	
					0.00%		0.00%		0.00%	
6.	Total Bargaining Unit Compensation Add Items 1 through 5 to equal 6	\$	37,331,649	\$	1,762,072	\$	1,834,407	\$	1,871,096	
					4.72%		4.69%		4.57%	
7.	Total Number of Bargaining Unit Employees (Use FTEs if appropriate)		276.00							
8.	Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$	135,260	\$	6,384	\$	6,646	\$	6,779	
					4.72%		4.69%		4.57%	

Will this agreement trigger a "Me Too" agreement with another bargaining unit?

Yes

#### Impact on Other Funds

Wi	Il this agreement have an impact on any other funds?	Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2023-24	Year 2 Increase/(Decrease) 2024-25	Year 3 Increase/(Decrease) 2025-26
N/A	Adult Education Fund				
Yes	Child Development Fund	130,351	8,706	8,879	9,057
No	Cafeteria Fund				
No	Other Enterprise Fund				
No	Other Fund			the second state of the large state	

## **Public Disclosure of Proposed Collective Bargaining Agreement**

Lakeside Union School District

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

On schedule salary increase of 5% from July 1, 2023 to February 29, 2024, with an additional 1% from March 1, 2024 to June 30, 2024.

10. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

There were no additional steps, columns or ranges added to the salary schedule.

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

Article 8: Accountability (Evaluation) 8.1 added to language ".. and temporary.." and 8.2 added language of 1."...or within 30 days of the first date of paid service for employees hired after the start of the school year and 2."...or within 15 days of the review of the evaluation process and documents for employees hired after the start of the school year ... ". Article 12: Class Size 12.1 made change to add TK to class size language and

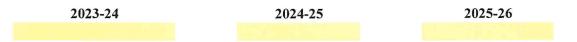
C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There were no impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs.

Will the increase in costs as a result of the agreement necessitate budget reductions in the current or subsequent two fiscal years?

**O** YES O NO

If yes, please specify the amount of the budget reductions necessary for each fiscal year



#### Public Disclosure of Proposed Collective Bargaining Agreement

Lakeside Union School District Lakeside Teachers Associations (LTA)

#### D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

Articles 1, 22, and 23 reflect changes with dates of contract. Article 1: AGREEMENT addresses the agreement date of contract to now be June 30,2026. Article 22: COMPLETION OF NEGOTIATIONS reflects changes of dates to 2023-2024, 2024-2025, and 2025-2026. Article 23: TERM reflect changes of date to agreement of June 30, 2026, with reopeners of 2024-2025 and 2025-2026.

## E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

This proposed agreement does not identify other major provisions that do not directly affect the district's costs, such as binding artibrations, grievance procedurs, etc.

#### F. Source of Funding for Proposed Agreement:

1. Current Year

The source of funding for this proposed agreement will come from the Districts General Fund 01 and Child Care Fund 12.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

The source of funding for ongoing costs related to this proposed agreement will be funded from the Districts General Fund 01 and Child Care Fund 12.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

This agreement is not a multiyear agreement.

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

		Unrestricted General Fund								
В	argaining Unit:	Lakeside Teachers Associations (LTA)								
			Column 1		Column 2	C	olumn 3		Column 4	
	Object Code	Ap Bef	atest Board- proved Budget ore Settlement of 09/14/2023	Resu	justments as a It of Settlement ompensation)	(agree and/o ag	er Revisions ment support or other unit greement) in on Page 4i		otal Revised Budget Jumns 1+2+3)	
REVENUES							and the second			
LCFF Revenue	8010-8099	\$	52,121,843					\$	52,121,843	
Federal Revenue	8100-8299	\$	210,179			\$	-	\$	210,179	
Other State Revenue	8300-8599	\$	1,325,974					\$	1,325,974	
Other Local Revenue	8600-8799	\$	936,675			\$	-	\$	936,675	
TOTAL REVENUES		\$	54,594,671			\$	-	\$	54,594,671	
EXPENDITURES				-1-21		See 1				
Certificated Salaries	1000-1999	\$	21,834,736	\$	865,600			\$	22,700,336	
Classified Salaries	2000-2999	\$	6,140,786					\$	6,140,786	
Employee Benefits	3000-3999	\$	13,327,324	\$	191,644			\$	13,518,968	
Books and Supplies	4000-4999	\$	935,192		S. Salaria	\$	-	\$	935,192	
Services and Other Operating Expenditures	5000-5999	\$	4,423,600			\$	-	\$	4,423,600	
Capital Outlay	6000-6999	\$	372,961			\$	-	\$	372,961	
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$	7,690					\$	7,690	
Transfers of Indirect Costs	7300-7399	\$	(1,300,620)			\$	-	\$	(1,300,620	
TOTAL EXPENDITURES		\$	45,741,668	\$	1,057,244	\$	-	\$	46,798,912	
OTHER FINANCING SOURCES/USES				- 1.						
Transfers In and Other Sources	8900-8979			\$		\$	-	\$	-	
Transfers Out and Other Uses	7600-7699	\$	500,000	\$	· · · · · ·			\$	500,000	
Contributions	8980-8999	\$	(10,359,033)	\$	Sector 2.	\$	-	\$	(10,359,033	
OPERATING SURPLUS (DEFICIT)*		\$	(2,006,031)	\$	(1,057,244)	\$	-	\$	(3,063,275	
BEGINNING FUND BALANCE	9791	\$	8,911,635					\$	8,911,635	
Audit Adjustments/Other Restatements	9793/9795	Ψ.	0,911,000	The state		1.1		\$	-	
ENDING FUND BALANCE		\$	6,905,604	\$	(1,057,244)	\$	-	\$	5,848,360	
COMPONENTS OF ENDING FUND BALANC	CE:									
Nonspendable	9711-9719	\$	85,000	\$	-	\$	-	\$	85,000	
Restricted	9740									
Committed	9750-9760	\$	2,100,000	\$	-	\$	-	\$	2,100,000	
Assigned	9780	\$	2,220,604	\$	(1,057,244)	\$	-	\$	1,163,360	
Reserve for Economic Uncertainties	9789	\$	2,500,000			\$	-	\$	2,500,000	
Unassigned/Unappropriated Amount	9790	\$	0	\$		\$		\$	0	

#### **Unrestricted General Fund**

\*Net Increase (Decrease) in Fund Balance

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

		Restricted General Fund           :         Lakeside Teachers Associations (LTA)									
Ba	rgaining Unit:										
			Column 1		Column 2	С	olumn 3		Column 4		
	Object Code	Ap Bet	atest Board- proved Budget fore Settlement of 09/14/2023	Resu	justments as a ilt of Settlement ompensation)	(agree and/c ag	r Revisions ment support or other unit reement) in on Page 4i		Total Revised Budget Dlumns 1+2+3)		
REVENUES						- Contract	1				
LCFF Revenue	8010-8099	\$	376,069			\$		\$	376,069		
Federal Revenue	8100-8299	\$	2,471,331			\$	-	\$	2,471,331		
Other State Revenue	8300-8599	\$	8,587,737	1		\$	-	\$	8,587,737		
Other Local Revenue	8600-8799	\$	9,759,861					\$	9,759,861		
TOTAL REVENUES		\$	21,194,998			\$	-	\$	21,194,998		
EXPENDITURES		100		1.57		- Charles					
Certificated Salaries	1000-1999	\$	7,432,990	\$	577,066	\$	-	\$	8,010,056		
Classified Salaries	2000-2999	\$	5,994,798	\$	gen geo	\$	-	\$	5,994,798		
Employee Benefits	3000-3999	\$	9,310,187	\$	127,762	\$	-	\$	9,437,949		
Books and Supplies	4000-4999	\$	1,516,016	Le se		\$	-	\$	1,516,016		
Services and Other Operating Expenditures	5000-5999	\$	2,482,729					\$	2,482,729		
Capital Outlay	6000-6999	\$	4,940,000		And the second second			\$	4,940,000		
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$	643,392			\$		\$	643,392		
Transfers of Indirect Costs	7300-7399	\$	1,210,868			\$	-	\$	1,210,868		
TOTAL EXPENDITURES		\$	33,530,980	\$	704,828	\$	-	\$	34,235,808		
OTHER FINANCING SOURCES/USES											
Transfers In and Other Sources	8900-8979			\$		\$	-	\$	-		
Transfers Out and Other Uses	7600-7699	\$		\$				\$	•		
Contributions	8980-8999	\$	10,359,033	\$		\$	-	\$	10,359,033		
OPERATING SURPLUS (DEFICIT)*		\$	(1,976,949)	\$	(704,828)	\$	-	\$	(2,681,776)		
				1		174	And a state of the				
BEGINNING FUND BALANCE	9791	\$	11,520,889					\$	11,520,889		
Audit Adjustments/Other Restatements	9793/9795	\$						\$			
ENDING FUND BALANCE		\$	9,543,941	\$	(704,828)	\$	-	\$	8,839,113		
COMPONENTS OF ENDING FUND BALANC Nonspendable	E: 9711-9719	\$	and the second second	\$		\$	<u>.</u>	\$			
Restricted	9740	۹ ۲	9,543,941	۵ ۶	(704,828)	\$		\$	8,839,113		
		Э	9,545,941	Ъ	(704,828)	ъ	-	3	8,839,113		
Committed Assigned Amounts	9750-9760 9780										
Reserve for Economic Uncertainties	9780			\$		\$	-	\$	-		
		¢	(0)			_		\$			
Unassigned/Unappropriated Amount	9790	\$	(0)	3		\$	-	Ф	(0		

## **Restricted General Fund**

\*Net Increase (Decrease) in Fund Balance

## Public Disclosure of Proposed Collective Bargaining Agreement

Lakeside Union School District

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

#### **Combined General Fund**

	2 H									
Bar	gaining Unit:									
		Ap	Column 1 Latest Board- oproved Budget	Res	Column 2 djustments as a ult of Settlement	Column 3 Other Revisions (agreement support		Column 4 Total Revised Budget		
	Object Code	1929 S	fore Settlement s of 09/14/2023	((	compensation)	and/or other unit agreement) Explain on Page 4i		olumns 1+2+3)		
REVENUES										
LCFF Revenue	8010-8099	\$	52,497,912			\$-	\$	52,497,912		
Federal Revenue	8100-8299	\$	2,681,509			\$ -	\$	2,681,509		
Other State Revenue	8300-8599	\$	9,913,711			\$ -	\$	9,913,711		
Other Local Revenue	8600-8799	\$	10,696,536			\$ -	\$	10,696,536		
TOTAL REVENUES		\$	75,789,668		S. Station	\$ -	\$	75,789,668		
EXPENDITURES				생산	NGA BETKING		1			
Certificated Salaries	1000-1999	\$	29,267,726	\$	1,442,666	\$ -	\$	30,710,392		
Classified Salaries	2000-2999	\$	12,135,583	\$	-	\$ -	\$	12,135,583		
Employee Benefits	3000-3999	\$	22,637,511	\$	319,407	\$ -	\$	22,956,918		
Books and Supplies	4000-4999	\$	2,451,208			\$ -	\$	2,451,208		
Services and Other Operating Expenditures	5000-5999	\$	6,906,329			\$-	\$	6,906,329		
Capital Outlay	6000-6999	\$	5,312,961			\$ -	\$	5,312,961		
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$	651,082			\$ -	\$	651,082		
Transfers of Indirect Costs	7300-7399	\$	(89,752)			\$ -	\$	(89,752)		
TOTAL EXPENDITURES		\$	79,272,647	\$	1,762,073	\$ -	\$	81,034,720		
OTHER FINANCING SOURCES/USES										
Transfer In and Other Sources	8900-8979	\$	-	\$	-	\$-	\$	-		
Transfers Out and Other Uses	7600-7699	\$	500,000	\$	-	\$ -	\$	500,000		
Contributions	8980-8999	\$	-	\$	-	\$ -	\$	-		
OPERATING SURPLUS (DEFICIT)*		\$	(3,982,979)	\$	(1,762,073)	\$ -	\$	(5,745,052)		
BEGINNING FUND BALANCE	9791	\$	20,432,524				\$	20,432,524		
Audit Adjustments/Other Restatements	9793/9795	\$	- 20,432,324				\$			
ENDING FUND BALANCE		\$	16,449,545	\$	(1,762,073)	\$ -	\$	14,687,472		
COMPONENTS OF ENDING FUND BALANCE:		1.200								
Nonspendable	9711-9719	\$	85,000	\$	÷	\$ -	\$	85,000		
Restricted	9740	\$	9,543,941	\$	(704,828)	\$ -	\$	8,839,113		
Committed	9750-9760	\$	2,100,000	-		\$ -	\$	2,100,000		
Assigned	9780	\$	2,220,604	\$	(1,057,245)	\$ -	\$	1,163,359		
Reserve for Economic Uncertainties	9789	\$	2,500,000	-		\$ -	\$	2,500,000		
Unassigned/Unappropriated Amount	9790	\$	(0)	\$	-	\$ -	\$	(0		

\*Net Increase (Decrease) in Fund Balance

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

t Fund

Ba	rgaining Unit:		I	Lakeside Teachers Associations (LTA					
			Column 1		Column 2		Column 3		Column 4
	Object Code	Ap Bef	atest Board- proved Budget fore Settlement of 09/14/2023	Resu	justments as a It of Settlement ompensation)	(agre and	her Revisions eement support /or other unit agreement) ain on Page 4i		otal Revised Budget olumns 1+2+3)
REVENUES									
Federal Revenue	8100-8299	\$				\$	-	\$	-
Other State Revenue	8300-8599	\$	301,963					\$	301,963
Other Local Revenue	8600-8799	\$	2,284,220			\$	•	\$	2,284,220
TOTAL REVENUES		\$	2,586,183	1.20		\$	-	\$	2,586,183
EXPENDITURES		199.25		Steel,	and they be	the second			
Certificated Salaries	1000-1999	\$	130,204	\$	7,128	\$	-	\$	137,332
Classified Salaries	2000-2999	\$	348,940	\$		\$	-	\$	348,940
Employee Benefits	3000-3999	\$	226,824	\$	1,578			\$	228,402
Books and Supplies	4000-4999	\$				\$	-	\$	-
Services and Other Operating Expenditures	5000-5999	\$	8,554			\$	-	\$	8,554
Capital Outlay	6000-6999	\$	171 534			\$	-	\$	-
Other Outgo (excluding Indirect Costs)	7100-7299	\$				\$	-	\$	•
Transfers of Indirect Costs	7300-7399	\$	25,033	Pier .		\$	-	\$	25,033
TOTAL EXPENDITURES		\$	739,555	\$	8,706	\$	-	\$	748,261
OTHER FINANCING SOURCES/USES				1.2					
Transfers In and Other Sources	8900-8979	\$	10.22	\$				\$	-
Transfers Out and Other Uses	7600-7699	\$	1.77	\$		\$		\$	-
OPERATING SURPLUS (DEFICIT)*		\$	1,846,628	\$	(8,706)	\$	-	\$	1,837,922
BEGINNING FUND BALANCE	9791	\$	3,025,928					s	3,025,928
Audit Adjustments/Other Restatements	9793/9795	\$	-					\$	-
ENDING FUND BALANCE		\$	4,872,556	\$	(8,706)	\$	-	\$	4,863,851
COMPONENTS OF ENDING FUND BALANC	CE:	1201				-	1.1.1.1.1.1		
Nonspendable	9711-9719	\$	-	\$		\$	-	\$	-
Restricted	9740	\$	4,872,556	\$	(8,706)	\$	-	\$	4,863,850
Committed	9750-9760	\$	·	\$		\$	-	\$	
Assigned	9780	\$		\$	-	\$	-	\$	-
Reserve for Economic Uncertainties	9789	\$	1.32	\$	1	\$	-	\$	-
Unassigned/Unappropriated Amount	9790	\$	-	\$	0	\$	-	\$	0

\*Net Increase (Decrease) in Fund Balance

## H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

B	argaining Unit:		Lakeside	e Teac	hers Association	ns (LTA)		
			2023-24		2024-25	2025-26		
	Object Code	Total Re	evised Budget After Settlement	First Sı	ibsequent Year After Settlement		d Subsequent Year fter Settlement	
REVENUES	0010 0000	¢	52 121 842	e	50.006.765	\$	52,291,976	
LCFF Revenue	8010-8099	\$	52,121,843	\$	50,906,765			
Federal Revenue	8100-8299	\$	210,179	\$	210,179	\$	210,179	
Other State Revenue	8300-8599	\$	1,325,974	\$		\$	1,315,254	
Other Local Revenue	8600-8799	\$	936,675	\$	936,675	\$	936,675	
TOTAL REVENUES		\$	54,594,671	\$	53,388,401	\$	54,754,084	
EXPENDITURES								
Certificated Salaries	1000-1999	\$	22,700,336	\$	23,583,247	\$	24,483,817	
Classified Salaries	2000-2999	\$	6,140,786	\$	6,175,208	\$	6,212,164	
Employee Benefits	3000-3999	\$	13,518,968	\$	13,719,389	\$	13,923,819	
Books and Supplies	4000-4999	\$	935,192	\$	725,801	\$	711,285	
Services and Other Operating Expenditures	5000-5999	\$	4,423,600	\$	4,014,878	\$	3,854,283	
Capital Outlay	6000-6999	\$	372,961	\$		\$	-	
Other Outgo (excluding Indirect Costs)	7100-7299	\$	7,690	\$	-	\$		
Transfers of Indirect Costs	7400-7499	\$	(1,300,620)	\$	(1,255,976)	\$	(1,211,967)	
Other Adjustments		J.	(1,500,020)	\$		\$	(2,884,754)	
		¢	46 708 012			\$		
TOTAL EXPENDITURES		\$	46,798,912	\$	44,108,249	2	45,088,647	
OTHER FINANCING SOURCES/USES Transfers In and Other Sources	8900-8979	\$		\$	-	\$		
Transfers Out and Other Uses	7600-7699	\$	500,000	\$	500,000	\$	500,000	
		-	300 T.L.C. 100 D. 400					
Contributions	8980-8999	\$	(10,359,033)		(9,751,326)		(10,153,750	
OPERATING SURPLUS (DEFICIT)*		\$	(3,063,275)	\$	(971,174)	\$	(988,313)	
BEGINNING FUND BALANCE	9791	\$	8,911,635	\$	5,848,360	\$	4,877,187	
Audit Adjustments/Other Restatements	9793/9795	\$	. =					
ENDING FUND BALANCE		\$	5,848,360	\$	4,877,187	\$	3,888,874	
COMPONENTS OF ENDING FUND BALANCE	:		and the second second second					
Nonspendable	9711-9719	\$	85,000	\$	85,000	\$	85,000	
Restricted	9740			1		THE		
Committed	9750-9760	\$	3,317,310	\$	2,557,002	\$	1,529,424	
Assigned	9780							
Reserve for Economic Uncertainties	9789	\$	2,446,050	\$	2,235,185	\$	2,274,450	
Unassigned/Unappropriated Amount	9790	\$	0	\$	(0)	\$	0	

\*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

## H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Ba	Bargaining Unit:			d General Fund			
	Builling Oline	2023-24	2025-26				
	Object Code	Total Revised Budget Af Settlement	ter First	Subsequent Year After Settlement	Second Subsequent Year After Settlement		
REVENUES			10				
LCFF Revenue	8010-8099	\$ 376,00	59 \$	383,590	\$ 391,26		
Federal Revenue	8100-8299	\$ 2,471,33	31 \$	2,273,139	\$ 2,299,65		
Other State Revenue	8300-8599	\$ 8,587,73	37 \$	8,188,973	\$ 8,213,41		
Other Local Revenue	8600-8799	\$ 9,759,80	51 \$	4,989,909	\$ 5,061,35		
TOTAL REVENUES		\$ 21,194,99	8 \$	15,835,611	\$ 15,965,694		
EXPENDITURES							
Certificated Salaries	1000-1999	\$ 8,010,05	56 \$	8,598,663	\$ 9,199,04		
Classified Salaries	2000-2999	\$ 5,994,79	98 \$	5,941,083	\$ 5,893,12		
Employee Benefits	3000-3999	\$ 9,437,94	19 \$	9,571,563	\$ 9,707,84		
Books and Supplies	4000-4999	\$ 1,516,0	16 \$	1,476,739	\$ 1,260,55		
Services and Other Operating Expenditures	5000-5999	\$ 2,482,72	29 \$	2,500,133	\$ 2,400,12		
Capital Outlay	6000-6999	\$ 4,940,00	00 \$	-	\$ -		
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 643,39	92 \$	643,392	\$ 643,39		
Transfers of Indirect Costs	7300-7399	\$ 1,210,80	58 \$	1,166,224	\$ 1,122,21		
Other Adjustments							
TOTAL EXPENDITURES		\$ 34,235,80	)8 \$	29,897,796	\$ 30,226,30		
OTHER FINANCING SOURCES/USES		and the second second	10.5				
Transfers In and Other Sources	8900-8979	\$	- \$	-	\$ -		
Transfers Out and Other Uses	7600-7699	\$	- \$	-	\$ -		
Contributions	8980-8999	\$ 10,359,03	33 \$	9,751,326	\$ 10,153,75		
OPERATING SURPLUS (DEFICIT)*		\$ (2,681,77	(6) \$	(4,310,859)	\$ (4,106,864		
BEGINNING FUND BALANCE	9791	\$ 11,520,88	39 \$	8,839,113	\$ 4,528,25		
Audit Adjustments/Other Restatements	9793/9795	\$					
ENDING FUND BALANCE		\$ 8,839,1	13 \$	4,528,253	\$ 421,38		
COMPONENTS OF ENDING FUND BALAN	CE:						
Nonspendable	9711-9719	\$	- \$	- 10 E -	\$ -		
Restricted	9740	\$ 8,839,1	13 \$	4,528,253	\$ 421,38		
Committed	9750-9760						
Assigned	9780						
Reserve for Economic Uncertainties	9789	\$	- \$		\$ -		
Unassigned/Unappropriated Amount	9790	\$	(0) \$	0	\$ ((		

\*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

## H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Bar	gaining Unit:		Lakeside	e Teach	ners Association	ns (LTA	
		2023-2			2024-25		2025-26
	Object Code	Total Revised B Settleme	-	First Sul	bsequent Year After Settlement		Subsequent Year er Settlement
REVENUES LCFF Revenue	8010-8099	\$ 52	2,497,912	\$	51,290,355	\$	52,683,238
Federal Revenue	8100-8299		2,681,509	\$	2,483,318	\$	2,509,835
Other State Revenue	8300-8599		9,913,711	\$	9,523,755	\$	9,528,672
Other Local Revenue	8600-8799		),696,536	\$	5,926,584	\$	5,998,033
TOTAL REVENUES			5,789,668	\$	69,224,012	\$	70,719,778
EXPENDITURES		•	.,,	•		-	
Certificated Salaries	1000-1999	\$ 30	0,710,392	\$	32,181,910	\$	33,682,860
Classified Salaries	2000-2999		2,135,583	\$	12,116,290	\$	12,105,286
Employee Benefits	3000-3999		2,956,917	\$	23,290,952	\$	23,631,668
Books and Supplies	4000-4999		2,451,208	\$	2,202,540	\$	1,971,844
Services and Other Operating Expenditures	5000-5999		6,906,329	\$	6,515,011	\$	6,254,411
Capital Outlay	6000-6999		5,312,961	\$	0,010,011	\$	
Other Outgo (excuding Indirect Costs)	7100-7299	\$	651,082	\$	643,392	\$	643,392
Other Outgo (excluding Indirect Costs)	7400-7499	3	031,082	3	043,392	3	043,392
Transfers of Indirect Costs	7300-7399	\$	(89,752)	\$	(89,752)	\$	(89,752)
Other Adjustments		\$	The states	\$	(2,854,298)	\$	(2,884,754)
TOTAL EXPENDITURES		\$ 8	1,034,719	\$	74,006,045	\$	75,314,955
OTHER FINANCING SOURCES/USES					19 . 21 . 1 . AN		
Transfers In and Other Sources	8900-8979	\$	-	\$	-	\$	-
Transfers Out and Other Uses	7600-7699	\$	500,000	\$	500,000	\$	500,000
Contributions	8980-8999	\$	-	\$	-	\$	-
OPERATING SURPLUS (DEFICIT)*		\$ (5	5,745,051)	\$	(5,282,033)	\$	(5,095,177)
BEGINNING FUND BALANCE	9791	\$ 21	0,432,524	\$	14,687,473	\$	9,405,440
Audit Adjustments/Other Restatements	9793/9795	\$ 2	-	J.	11,007,175	Ψ	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
ENDING FUND BALANCE			4,687,473	\$	9,405,440	\$	4,310,263
COMPONENTS OF ENDING FUND BALAN	CE						
Nonspendable	9711-9719	\$	85,000	\$	85,000	\$	85,000
Restricted	9740	\$	8,839,113	\$	4,528,253	\$	421,389
Committed	9750-9760	\$	3,317,310	\$	2,557,002	\$	1,529,424
Assigned	9780						
Reserve for Economic Uncertainties	9789	\$	2,446,050	\$	2,235,185	\$	2,274,450
Unassigned/Unappropriated Amount	9790	\$	(0)	\$		\$	(

\*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

#### Lakeside Union School District Lakeside Teachers Associations (LTA)

## I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2023-24	2024-25	2025-26
	Total Expenditures, Transfers Out, and Uses			
a.	(Including Cost of Proposed Agreement)	\$ 81,534,719	\$ 74,506,045	\$ 75,814,955
b.	Less: Special Education Pass-Through Funds	\$ -	\$	\$ 
c.	Net Expenditures, Transfers Out, and Uses	\$ 81,534,719	\$ 74,506,045	\$ 75,814,955
d.	Projected P-2 ADA	4,443	4,266	4,225
	State Standard Minimum Reserve Percentage for this			
e.	District	3.00%	3.00%	3.00%
	State Standard Minimum Reserve Amount for this			
	District (For districts with less than 1,001 ADA, this			
f.	is the greater of Line a, times Line e, or \$69,000)	\$ 2,446,042	\$ 2,235,181	\$ 2,274,449

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

Γ	General Fund Budgeted Unrestricted Designated				
a.	for Economic Uncertainties (9789)	\$	2,446,050	\$ 2,235,185	\$ 2,274,450
	General Fund Budgeted Unrestricted				
b.	Unassigned/Unappropriated Amount (9790)	\$	0	\$ (0)	\$ -
Γ	Special Reserve Fund (Fund 17) Budgeted				
c.	Designated for Economic Uncertainties (9789)	\$	251	\$ 251	\$ 251
	Special Reserve Fund (Fund 17) Budgeted	-			
d.	Unassigned/Unappropriated Amount (9790)	\$		\$	\$
e.	Total Available Reserves	\$	2,446,301	\$ 2,235,436	\$ 2,274,701
f.	Reserve for Economic Uncertainties Percentage		3.00%	3.00%	3.00%

2023-24 2024-25 2025-26

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

Yes	X	No
Yes	X	No
Yes	X	No

4. If no, how do you plan to restore your reserves?

## J. CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

Board Actions         The board actions necessary to meet the cost of the agreement in each year of its term are as follows:         Current Year-All Funds         Budget Adjustment Categories:         Budget Adjustment Categories:         Revenues/Other Financing Sources         S       1,770,778         Ending Balance(s) Increase/(Decrease)       \$         Subsequent Years- All Funds       Budget Adjustment Categories:         Budget Adjustment Categories:       Budget Adjustment Increase/(Decrease)         Revenues/Other Financing Sources       \$         Expenditures/Other Financing Sources       \$         Revenues/Other Financing Sources       \$         Expenditures/Other Financing Sources       \$         Expenditures/Other Financing Uses       \$         Expenditures/Other Financing Uses       \$         Ending Balance(s) Increase/(Decrease)       \$         Subsequent Yearsons       \$         If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.								
Certifications								
Ihereby certify	I am unable to certify							
<ul> <li>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.</li> <li>The costs incurred by the school district as a result of this agreement can be met by the district during the term of the agreement.</li> <li>District Superintendent (Signature)</li> </ul>								
I hereby certify	) I am unable to certify							
The information provided in this document summarizes the financial implications of the proposed agreement and is     submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the     "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200     and Government Code Sections 3540.2(a) and 3547.5.     The costs incurred by the school district as a result of this agreement can be met by the district during the term of     the agreement.     Chief Business Official     (Signature)								
Contact Person:	Telephone Number:							
Samantha Orahood	619,390.2604							
Parent/Teacher Organization Contact Information (attach additional page if more space is needed)	E-mail address							

# LAKESIDE UNION SCHOOL DISTRICT

## Governing Board Meeting Date: November 9, 2023

## Agenda Item:

Approve Tentative Agreement with the District and the Lakeside Teachers Association (LTA) for a new 3-Year Successor Agreement to resolve negotiations for the 2023-24 school year.

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

Approval is requested of the Tentative Agreement between the District and the LTA for a new 3-year Successor Agreement to resolve negotiations for the 2023-24 school year. The tentative agreement includes changes to:

Article 8: addition of "Temporary" certificated employees for evaluation

Article 12.1: Pupil-Teacher Ratio: updating TK ratio of 24:1

Article 12.2: Adding K-3 class size committee when exceeds 26 students

Article 15: On Schedule Salary increase of 5% from July-Feb. 28, and additional 1% March 1<sup>st</sup>, 2024

Article 15.2.3: Difficult to Fill Positions, modified evaluation process if necessary

Article 15:3: Placement on Salary Schedule, added (f), extending to new employees, 15 years after Jan. 1, 2024

Dates and minor clean up to other areas in the agreement.

## Fiscal Impact (Cost):

## \$1,762,072.45

Funding Source:

General Fund

## Addresses Emphasis Goal(s):

**#1:** Academic Achievement

- □ **#2:** Social Emotional
- □ **#3:** Physical Environments

## **Recommended Action:**

- □ Informational
- Discussion
- Approval
- □ Adoption

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

□ Denial/Rejection

□ **Ratification** 

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Lisa Davis, Assistant Superintendent

Reviewed by Cabinet Member

Dr. Rhonda Taylor, Superintendent

## TENTATIVE AGREEMENT Lakeside Union School District (LUSD) to the Lakeside Teachers Association (LTA/CTA/NEA) October 16, 2023 Three-Year Successor Agreement

The Lakeside Union School District ("District") and the Lakeside Teachers Association ("LTA") have reached a tentative agreement to fully resolve negotiations for the 2023-24 school year for a new three (3) year successor agreement for the period of July 1, 2023-June 30, 2026. The agreement is subject to the ratification by the District's Governing Board.

The parties agree to amend the agreement as follows:

## ARTICLE 1: AGREEMENT [Status quo except as below]

**1.3** This Agreement shall remain in full force and effect from the date of final ratification by both parties through and until **June 30, 2026**.

## ARTICLE 8: ACCOUNTABILITY (EVALUATION) [Status quo except as below] 8.1 EVALUATION

Classroom teachers will be evaluated based on the California Teaching Standards. Certificated employees in non-teaching positions and other non-classroom certificated assignments (for example, speech and language pathologists, social workers, counselors, librarians, nurses, TOSAS, etc.), may have the option to use assignment appropriate professional standards in their evaluation. Each probationary <u>and temporary</u> certificated employee shall be evaluated at least once each school year.

## 8.2 EVALUATION PROCEDURE

Components of the evaluation process:

- Review the Evaluation Process and Documents with employee by September 30, or within 30 days of the first date of paid service for employees hired after the start of the school year.
- Conduct Goal Setting Conference by October 15, or within 15 days of the review of the evaluation process and documents for employees hired after the start of the school year.

#### ARTICLE 10: TRANSFERS AND REASSIGNMENTS [Status quo]

#### ARTICLE 12: CLASS SIZE [Status quo except as below]

'n.

**12.1 PUPIL-TEACHER RATIOS:** The following school site pupil-teacher ratios shall be the guidelines for establishing class sizes throughout the Lakeside Union School District.

<u>тк</u>		<u>12:1*</u>
K-3	é á	24:1
4-5		28.5:1
6-8		27.5:1
Independent Study		30:1

**Special Education:** The District will comply with state requirements governing class size and caseloads in special education. If special day classes average more than 13 students, or if any one class exceeds more than 14 students, for more than ten days, the Special Education Director, teacher and administrator will meet to find a resolution and, if the issue remains unresolved, a class-size committee shall be convened to make recommendations.

#### \*The District shall comply with TK ratios per Ed Code

**12.2 SITE CLASS-SIZE COMMITTEE:** When a class (<u>K-3</u>) exceeds 26 students or <u>a (4-5) class</u> exceeds 31 students for a period of seven (7) consecutive days, the class size committee shall meet within three (3) school days following the seventh day. That committee shall be comprised of the site principal, the unit member, the site representative and any other certificated staff members such as shall be mutually agreed to by the site committee. The committee may recommend a mutually satisfactory solution that may go into effect on the eleventh consecutive day of the excess class size. Such recommendation shall have the approval of the Superintendent or designee prior to implementation.

#### ARTICLE 14: EARLY RETIREMENT INCENTIVE PLAN

Proposal on Article 14 withdrawn by LUSD

#### ARTICLE 15: COMPENSATION AND BENEFITS

#### 15.1 SALARY

The District will provide a <u>five percent (5%) increase on the 2022-2023 salary schedule at</u> <u>Appendix I of the Agreement effective July 1, 2023. The District will also provide a one</u> <u>percent (1%) increase to the 2022-2023 salary schedule to be effective on March 1, 2024.</u> These on-schedule increases shall be provided only after final ratification of the Amendment by the District Governing Board.

If any other bargaining unit or employee group within the District receives a greater increase in salary, the same percent shall be applied to the LTA bargaining unit.

Delete remaining provisions in 15.1.

#### **15.2 ANNUAL STIPENDS**

Status Quo

## **15.2.3 - DIFFICULT TO FILL POSITIONS**

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

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

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

In the event a "difficult to fill" position is filled, after the evaluation start deadlines have occurred, the Evaluator shall develop a comparable modified evaluation schedule containing the same evaluation process as listed in Article 8, subject to the mutual agreement of the employee. This modified evaluation schedule shall be included on the Goal Setting Form in the Evaluation Plan section. This shall apply to temporary, probationary, and permanent employees.

Payments and reimbursements pursuant to this section shall be paid only to employees who are employed on the date the payment or reimbursement is due.

#### 15.3 SALARY PROVISIONS (all sections status quo except for the introduction of Article 15.3 (f))

Unit members shall progress on the salary schedule according to the regulations set forth in this section.

#### 15.3.1 Initial Placement on the Salary Schedule:

Initial placement on the Salary Schedule is based upon any year(s) of credited outside teaching experience, years of former District teaching experience, and degrees(s) and earned hours of formal education at an accredited institution of higher learning.

Unit members shall be granted credit for teaching experience and for degrees(s) and earned hours of formal education for initial placement on the salary schedule conditioned upon the following:

- a. Teaching experience outside the District, as well as former teaching experience in the District, will be credited up to a maximum of ten (10) years. One (1) step on the salary schedule is allowed for each year of teaching experience where the teacher actually worked full time for at least seventy-five percent (75%) of the assigned full-time school year in a school where the teacher possessed a regular public-school teaching credential.
- b. For initial placement on the salary schedule, teaching experience need not have been within the ten (10) years prior to employment with the District. Teaching experience outside the District must be verified from previous employers giving dates of service by school year.

Currently employed unit members eligible to move up on the salary schedule based on teaching experience that was outside of the ten (10) year period prior to employment with the District are no longer eligible for an increase in pay based on this provision. (Historical Note: commencing April 4, 2019 eligible unit members had a six-month window during which they could submit documentation supporting upward movement on the salary schedule, effective July 1, 2017; prior to April 4, 2019 no credit was given for teaching experience before the ten (10) years prior to District employment).

- c. The unit member shall be required to file official college transcripts with the Human Resources Department in order to verify initial salary placement and to verify salary schedule advancement. Such transcripts shall be filed within 90 calendar days following the effective date of the salary placement. If a transcript is submitted after the effective date, but before October 1, the employee shall be provided an increase retroactive to the effective date. If a transcript is submitted after September 30, but before January 1 of the following calendar year, the employee shall be provided a non-retroactive increase as of the first day of the month following the date the transcript is received. If a transcript is submitted on or after January 1 of the following calendar year, the employee shall be provided an increase as of the beginning day of the next contract.
- d. Units and degrees accepted by the District for placement on the salary schedule must be from institutions approved by the Western Association of Universities and Colleges or an equivalent accreditation organization.
- e. Upon initial placement on the salary schedule, Speech Language Pathologists and Nurses shall receive up to ten (10) years of credit toward initial placement on the salary schedule for previous clinical experience. One (1) step on the salary schedule is allowed for each year of clinical experience where the eligible employee actually worked full time for at least seventy-five percent (75%) of the applicable work year. Clinical experience must be verified by previous employers. Currently employed unit members eligible to move up on the salary schedule based on clinical experience are no longer eligible for an increase in pay based on this provision. (Historical note: currently employed unit members eligible to move up on the salary schedule based on clinical experience had a six month window from April 4, 2019 to October 3, 2019 during which they had to submit verification of experience to Human Resources. Prior to April 4, 2019 no credit for clinical experience was provided toward salary schedule advancement.)
- f. Initial Placement for Employees Hired After January 1, 2024. Pursuant to the authorization in Education Code section 45028(b)(1), the parties agree that any employee initially hired by the District after January 1, 2024, and only those initially hired after that date, will be credited up to a maximum of fifteen (15) years for purposes of initial placement on the salary schedule, and that the teaching experience need not have been within the fifteen (15) years prior to employment with the District. All other provisions of this Article 15.3.1, regarding the calculation of a year of experience, verification of units and degrees, timelines, etc., apply to teachers initially employed after January 1, 2024.

**ARTICLE 22: COMPLETION OF NEGOTIATIONS** [Status quo except as below] **22.1** The District and the Association agree that the terms of this agreement in negotiations for the **2023-2024**, **2024-2025**, **and 2025-2026** school years shall represent the full and complete understanding and commitment between the parties for those three years with no exception. **22.2** The District and the Association mutually agree that the terms of this Agreement shall be in full settlement of all issues and/or subjects which were, could have been, or may be the subject of negotiating for the **2023-2024**, **2024-2025**, **and 2025-2026** school years except for the specific limited re-openers for the **2024-2025** and **2025-2026** school years as expressly authorized in Article 23. The District has the right to act on any matter in those three school years as long as it does not violate the terms of this Agreement.

## ARTICLE 23: TERM [Status quo except as below]

**23.1** This Agreement shall remain in full force and effect from the date of final ratification by both parties through and until **June 30, 2026**.

**23.2** The District and the Association agree that there shall be reopener negotiations on compensation and benefits and two (2) additional or new Articles of each party's choice during negotiations for the <u>2024-2025 and 2025-2026</u> school years; however, the parties may reopen additional existing or new Articles by mutual agreement. Reopener negotiations will commence on or after April 14 during the <u>2024-2025 and 2025-2026</u> school years unless the parties mutually agree to commence negotiations before April 14.

{It was mutually agreed by both parties to keep TK language proposed by LTA in Article 25 in a Side Letter between the District and LTA for the next two years, 2023-2024 and 2024-2025}

## APPENDICES:

Evaluation Form - Current language from Article 8 proposed to be included on Certificated Evaluation Goal Setting form.

#### Five (5) Year Evaluation Cycle agreement

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Article 8: Permanent certificated employees who are employed at least ten years, whose previous evaluation rated the employee developing or proficient may mutually agree with the evaluator to a performance evaluation every five (5) years. If such an agreement occurs, either the employee or the evaluator may withdraw from such an agreement at any time. A meeting will be held to provide the reasons to return to the two (2) year cycle at the request of either the employee and/or the evaluator.			
The employee's overall rating for this evaluation is			
(evaluator) and Employee			
agree to a Five(5) year evaluation cycle.			
Employee signature: Date:			
Evaluator signature: Date:			
Date:			

The Agreement fully resolves successor agreement negotiations between the Parties for the period of July 1, 2023 through June 30, 2026 and is subject to the ratification by the District's Governing Board.

DocuSigned by: DASON Dusteson 360188668677442E	10/17/2023
For the Lakeside Teachers Association	Date
John Dungan	10/17/2023
For the Lakeside Teachers Association	Date
DocuSigned by:	
Lisa Davis	10/17/2023
For the Lakeside Union School District	Date

Date Ratified by the Governing Board

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# Governing Board Meeting Date: 11/9/23

# **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 October 12, 2023

Fiscal Impact (Cost	):	
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N/A

**Funding Source:** 

N/A

**Recommended Action:** 

Informational

# Denial

DiscussionApproval

Ratification
 Explanation: Click here to enter text.

**⊠** Adoption

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Lisa DeRosier, Executive Assistant

Dr. Rhonda Taylor, Superintendent

Administration:

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

October 12, 2023 District Administration Center

Α.	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.	Call to Order
B.	There was one request to speak to the Board prior to Closed Session: a principal spoke with concerns regarding the district's involvement in the newly-formed principal's union.	Public Comments
C.	At 5:06p.m., the Governing Board moved to closed session to discuss the following: 1) Conference with Labor Negotiator, Lisa Davis, regarding the California School Employees Association and its Chapter 240, pursuant to Government Code §54957.6; 2) Conference with Labor Negotiator, Lisa Davis, regarding the Lakeside Teachers Association, pursuant to Government Code §54957.6; 3) Conference with Legal Counsel regarding Pending Litigation (PERB Case No. LA-RR-1338-E and LA-CE-6821-E) pursuant to Government Code §54956.9; and 4) Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.	Closed Session
D.	The Board reconvened at 6:00 p.m. President Hayes welcomed visitors and reported out on closed session items:	Reconvene Welcome Visitors
	<ol> <li>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.</li> <li>No action was taken on Conference with Labor Negotiator, Lisa Davis, regarding the Lakeside Teachers Association, pursuant to Government Code §54957.6.</li> <li>The Board <u>unanimously</u> approved a Settlement Agreement between the Lakeside Union School District and the Administrators Association Lakeside Schools regarding PERB Case numbers LA-CE-6821-E and LA-RR-1338-E. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).</li> <li>No action was taken on Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.</li> </ol>	Closed Session Report
	Students from Lemon Crest led the pledge of allegiance. Following the pledge, Principal Dr. Kelly Gilbert shared highlights from the school such as: introduced her caring staff and shared the demographics; focus is on community, diversity and discovery; community building; building life-long learners; responsive classroom and PBIS; morning meetings; and much more!	Flag Salute Lemon Crest Spotlight
E.	Clerk Bennett had no formal report.	Trustee Reports and Comments

Octobe	ctober 12, 2023			
E.	TRUSTEES REPORTS AND COMMENTS (CONTINUED)			
	Member Ellenson complimented the Lemon Crest staff for their spirit tonight and commented that we could genuinely tell they love their school. She is pleased that we are back to in-person conferences. She volunteered at the El Cajon Oktoberfest for the first time; attended a PLC workshop with Solution Tree; and is looking forward to all the fall festivals.	Trustee Reports and Comments		
	Member Kasper commented he has been an educator and child advocate for over 33 years. He asked for a moment of silence for the children and the innocent people killed as a result of the war in the middle east. He is wondering what our children will be told about this war in the future.			
	Vice President Hoefer Moir is enjoying her time on the Lakeside Middle School PTSA. They had a very good turnout for the family engagement night. She also attended the back-to-school night at Lakeside Middle School; the Rhythm and Brews fundraiser; and the DREAM Academy project presentations.			
	President Hayes attended the formal presentation of \$5,000 from Barona to the LMS music program. He spoke to the threat of the Day of Jihad and made assurances. He also attended the Rhythm and Brews event; the DREAM Academy project presentations; and will attend the Bulls Only event this weekend.			
F.	There were 2 requests to speak to the Board: an LMS parent in favor of the Booster Club; and an employee who is concerned with the consultant the board paid to identify excess real estate in the district.	Public Comments		
G.	1. At 6:30 p.m., the Board opened a public hearing regarding the availability of textbooks and/or instructional materials for fiscal year 2023-2024. Hearing no comments, President Hayes closed the hearing at 6:30 p.m.	Public Hearing: Textbook Availability		
	2. <u>It was moved by</u> Vice President Hoefer Moir and seconded by Member Ellenson to adopt Resolution No. 2024-05, determining that every pupil has sufficient textbooks or instructional materials in each of the following subjects that are consistent with the content and cycles of the curriculum, framework adopted by the State Board of Education: Mathematics; Science, History-Social Science; and Reading/Language Arts. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).	Adopt Resolution No. 2024-05: Textbook Availability		
	3. At 6:40 p.m., the Board opened a public hearing regarding the financial disclosure for the Reclassification memorandum of understanding for members of the California School Employees Association and its Chapter 240. Hearing no comments, President Hayes closed the hearing at 6:40 p.m.	Public Hearing: Financial Disclosure		
	4. <u>It was moved by</u> Member Ellenson and seconded by Vice President Hoefer Moir to adopt the financial disclosure for the Reclassification memorandum of understanding for members of the California School Employees Association and its Chapter 240. The approximate total combined cost to the district is \$56,100.41. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).	Adopt Financial Disclosure for Reclassification MoU		
H.	Todd Owens presented his annual report to the board. He discussed the property acreage and the interior square footage his department maintains. They had 2,474 work orders last year, along with filter changes 6 times per year, play structure maintenance/repair, and odd and end repairs just to name a few. The district has 22 buses and 2 vans and they traveled 136,918 miles	Annual MTO Presentation		

Octobe	october 12, 2023			
H.	PRESE	NTATION (CONTINUED)		
I.	<ul> <li><u>Continued</u>: last year. We are expecting 14 new electric buses in March as a result of a \$4.5 million grant. Our technology department received new Ford escapes to replace the aging fleet. They are currently working on the new tech building and the central kitchen remodel with lots of summer projects coming up. Mr. Owens spoke about the solar panels on many of our sites and clarified that we are expecting them to generate approximately \$500,000 towards the deferred maintenance budget.</li> <li>I. <u>It was moved by</u> Vice President Hoefer Moir and seconded by Clerk Bennett to designate all Items of Business to the consent agenda with the exception of Items 4.2 and 4.6. The motion carried unanimously to designate Items of Business 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.1, 3.2, 3.3, 4.1, 4.3, 4.4, 4.5, 5.1, and 5.2 to the consent agenda.</li> </ul>			
	1.1	<u>It was moved by</u> Member Ellenson and seconded by Member Kasper to adopt the following items of business:	Items of Business	
	1.2	There was no discussion on items.	Discussion	
	<u>SUPE</u>	<u>INTENDENT</u>		
	2.1	A motion to adopt the minutes of the regular board meeting of September 14, 2023 and the special board meetings of September 7, 2023 and September 20, 2023.	Adopt Minutes	
	2.2	A motion to adopt Resolution No. 2024-01, authorizing the District to enter into a contract with the California Department of Education for Child Development Services, and authorizing the Superintendent to sign the contract documents for fiscal year 2023-24.	Adopt Resolution No. 2024-01	
	2.3	A motion to approve a proposal from Cooperative Strategies for a specialized demography study for the creation and implementation of voting areas in the LUSD boundaries at a cost of \$20,000, plus reimbursable expenses.	Approve Proposal from Cooperative Strat	
	2.4	A motion to approve public artwork on district property. Lakeside Farms is requesting to commission Jen McLeroy to paint a mural on the wall of the library at no cost to the district. Her contract will come to the next board meeting for approval.	Approved Public Artwork at Lakeside Farms	
	2.5	A motion to set the annual organizational meeting for 2023 on Thursday, December 14, 2023 at 6:00 p.m. in the boardroom of the District Administration Center located at 12335 Woodside Avenue in Lakeside, California.	Set Organizational Meeting	
	2.6	A motion to adopt Resolution No. 2024-06, declaring the week of October 23-27, 2023 as Red Ribbon Week in the Lakeside Union School District. The District encourages the community to participate in drug prevention education activities, making a visible statement that we are firmly committed to a drug free, tobacco and alcohol abuse-free community.	Adopt Resolution No. 2024-06	
	HUMA	IN RESOURCES		
	3.1	A motion to approve/ratify Personnel Assignment Order 2024-04.	Approve PAO	
	3.2	A motion to approve a minor change to the Art/Music Instructional Assistant job description. The words "in collaboration" will be changed to "under the supervision of" in the job description to better described the duties.	Approve Minor Change to Job Description	

Octobe	ctober 12, 2023			
I.	I. <u>HUMAN RESOURCES (CONTINUED)</u>			
	3.3	A motion to approve a Memorandum of Understanding with California School Employees Association and its Chapter 240 for updated job descriptions for Position Classification Review and movement on the salary schedule for four job classes at a fiscal impact of \$56,100.41.	Approve MoU for Updated Reclassification Job Descriptions	
	<u>BUSIN</u>	ESS SERVICES		
	4.1	A motion to approve the following monthly business reports: A) Commercial Warrants; B) Purchase Orders and Change Orders; and C) Purchase Card Expenditures.	Approve Bus Reports	
	4.3	A motion to apply for the Agricultural Career Technical Education Incentive Grant for Lakeside Middle School's Ag program.	Apply for Ag Grant	
	4.4	A motion to approve the following annual contracts for the 2023-2024 school year: A) Grossmont-Cuyamaca Community College District (LP); B) DETOUR (TdS); C) Tidespeak Language & Speech Therapy, Inc. (Special Ed); D) San Diego Elite Sports, Inc. (TdS); E) Blue Coast Consulting (Maintenance – WG Pole Replacement); F) Blue Coast Consulting (Maintenance – LEAPP HVAC); G) Barona Museum and Cultural Center (LP); H) Coast Music Therapy (Special Ed); I) Amplify (Ed Services); J) HHSA (Health Services); K) Student Transportation Agreement (Special Ed); and L) San Diego Youth Science, LLC (RV).	Approve Annual Contracts	
	4.5	A motion to accept the following gifts to the District: A) Ron Kasper donated \$60 to the LMS FFA program; B) the Lakeside Community Center donated backpacks with school supplies (quantity unknown); C) Bernadette Kelly, owner of La Palapa, donated school supplies (approximate value, \$200); D) Hot Bevs Coffee and Tea donated \$104 to the Tierra del Sol Middle School PTSA; E) Barona Band of Mission Indians donated \$5,000 to the LMS band program; F); Realtor Kiki Parsons donated backpacks with school supplies (quantity unknown); and G) PTA's August-September donations, \$14,900.01.	Accept Gifts to the District	
	EDUC	ATION SERVICES		
	5.1	A motion to approve the 2023-24 School Plans for Student Achievement (SPSA), which were presented to the Board at a special board meeting on September 20, 2023.	Approve Annual SPSA's	
	5.2	A motion to approve the Comprehensive School Safety Plans (CSSP) for each school site for the 2023-24 school year.	Approve Annual CSSP's	
	Motion	carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).		
	4.2	It was moved by Member Kasper and seconded by Clerk Bennett to approve the modified bylaws for the Lakeside Vocal Music and Dance Booster. This will be organized and operated for the charitable and educational purposes of promoting and supporting Lakeside Middle School's vocal, show choir, and dance education programs, activities, and events and the school's Vocal Music and Dance Instructors at the school. The modifications Dr. Taylor suggested were to remove the secretary from signing documents/checks and keep the President, Vice President and Treasurer as the signers and to require an annual audit. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).	Approve Modified LVMDB Bylaws	

er 12, 202	3	
ITEMS	OF BUSINESS (CONTINUED)	
4.6	It was moved by Vice President Hoefer Moir and seconded by Member Ellenson to approve a Memorandum of Understanding between Lakeside Teachers Association and LUSD regarding an error made to two employees' 2022-2023 retirement service credit. Lisa Davis commented that they have fixed the error and apologized to the affected employees. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).	Approve MoU with 2 LTA Retirees
1.		Enrollment Report
2.	Assistant Superintendent Lisa Davis shared a powerpoint on classroom supply budgets. She discussed the purpose of school budgets and explained the funding sources and allocations. Out of the LCFF, the district sends \$312,000 to sites, plus unrestricted lottery funds, Prop 28 funds, and to some sites Title I funds. These funds are distributed by the principal to the teachers. Clerk Bennett is concerned that teachers pay too much out of pocket for classroom needs. Lisa Davis agrees that this topic needs to be	Classroom Supply Budgets
3.	First reading of Board Policy 3450: Money in School/District Buildings. The Board	BP 3450
4.	First reading of Board Policy and Administrative Regulation 4030: Nondiscrimination	BP/AR 4030
5.	First reading of Board Policy 5141.5: Mental Health. The Board will adopt at the next	BP 5145.5
6.	Second reading of Board Policy and Administrative Regulation 4217.3: Layoff/Rehire. Clerk Bennett realizes this is a policy we have to approve, but he disagrees with the seniority over qualifications section. President Hayes took an informal vote and it was 3:2 (Ayes: Ellenson, Hayes, Hoefer Moir; <u>Noes</u> : Bennett; Kasper). The Board will	BP/AR 4217.3
7.	Second reading of Board Policy and Administrative Regulation 6154: Homework/ Makeup Work. The Board will adopt at the next regular meeting.	BP/AR 6154
1A.	Kerry Strong, LTA President, thanked Lisa Davis for the presentation on classroom budgets. She thinks the new teachers need to learn how to ask their principal for things they need as they don't always know how to advocate for themselves. She thanked Member Kasper for his acknowledgment of the war in the Middle East. Our students are seeing the horrors of terrorism and receiving all sorts of information through the television and social media. She is looking forward to seeing everyone at the fall festivals coming up.	LTA President
1B.	David Myers, CSEA President, was not in attendance.	CSEA President
2A.	Lisa Davis, Assistant Superintendent, had no formal report.	AS Lisa Davis
2B.	Dr. Natalie Winspear, Assistant Superintendent, commented on the upcoming district- wide PLC meeting where they will cover Science. The PIQE program is presenting it's second round tonight at Lindo Park. She explained that attendance tracking is a big rock this year and we are beginning to see improvements. We've had strong momentum out of the gate. The largest gain is in the TK-3 grade level group. Our youngest students attending regularly improves their academic outcomes. Our chronic absenteeism also dropped. We are trying to break some pretty entrenched habits. Dr. Winspear discussed the launch of the ENCORE program. We are serving 107 students currently.	Assistant Superintendent Dr. Natalie Winspear
	ITEMS 4.6 1. 2. 3. 4. 5. 6. 7. 1A. 1B. 2A.	<ul> <li>approve a Memorandum of Understanding between Lakeside Teachers Association and LUSD regarding an error made to two employees' 2022-2023 retirement service credit. Lisa Davis commented that they have fixed the error and apologized to the affected employees. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).</li> <li>Review of Enrollment Report for Month 1 from August 21 to September 5, 2023. There were no comments.</li> <li>Assistant Superintendent Lisa Davis shared a powerpoint on classroom supply budgets. She discussed the purpose of school budgets and explained the funding sources and allocations. Out of the LCFF, the district sends \$312,000 to sites, plus unrestricted lottery funds, Prop 28 funds, and to some sites Title 1 funds. These funds are distributed by the principal to the teachers. Clerk Bennett is concerned that teachers pay too much out of pocket for classroom needs. Lisa Davis agrees that this topic needs to be revisited.</li> <li>First reading of Board Policy 3450: Money in School/District Buildings. The Board will adopt at the next regular meeting.</li> <li>First reading of Board Policy 5141.5: Mental Health. The Board will adopt at the next regular meeting.</li> <li>Second reading of Board Policy and Administrative Regulation 4030: Nondiscrimination in Employment. The Board will adopt at the next regular meeting.</li> <li>Second reading of Board Policy and Administrative Regulation 4217.3: Layoff/Rehire. Clerk Bennett realizes this is a policy we have to approve, but he disagrees with the seniority over qualifications section. President Hayes took an informal vote and it was 3:2 (Ayes: Ellenson, Hayes, Hoefer Moir, Noes: Bennett; Kasper). The Board will adopt at the next regular meeting.</li> <li>Second reading of Board Policy and Administrative Regulation 6154: Homework/ Makeup Work. The Board will adopt at the next regular meeting.</li> <li>Kerry Strong, LTA President, thanked Lisa Davis for the presentation on classroom budgets. She thinks the ne</li></ul>

# K. <u>REPORTS TO THE BOARD (CONTINUED)</u> 2C. Dr. Rhonda Taylor, Superintendent, thanked our fabulous teaching staff for conferencing this week. The teachers are building relationships with our families. Dr. Taylor shared part of her presentation that she presented to the Lakeside Historical Society on the 100 Years of the district. She spent a lot of time researching the history. The district was formed in 1923 and Dr. Taylor shared the minutes from the first board meeting in July 1923. The first Superintendent wasn't hired until 1929, and he served as the principal and teacher as well. She will bring parts of the presentation to each board meeting until she's covered the history of all the schools. L. President Hayes asked if there was any further business to come before the board. There being Adjournment none, the president declared the regular board meeting adjourned at 7:29 p.m.

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

Jim Bennett Clerk of the Board

# Governing Board Meeting Date: 11/9/23

# Agenda Item:

CSBA Delegate Assembly Nominations

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

The Board is asked to nominate a representative for the California School Boards Association's Delegate Assembly, Region 17 (San Diego County). Delegates will serve a two-year term beginning April 1, 2024.

# Fiscal Impact (Cost):

N/A

## Funding Source:

N/A

# Addresses Emphasis Goal(s):

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

# **Recommended Action:**

- 🗆 Denial
- ☑ Nomination
  □ Ratification
- Approval

□ Informational

**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

cy /ce Dr. Rhonda Taylor, Superintendent



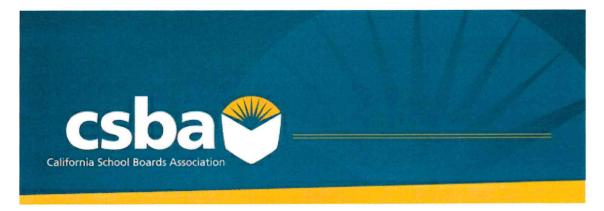
# Call for nominations for the Delegate Assembly

1 message

CSBA <csba@csba.org> To: derosier@lsusd.net Fri, Oct 27, 2023 at 8:01 AM

Submit a nomination today!

Trouble viewing this email? Click here »



# **Call for nominations for the Delegate Assembly**

# Nomination, appointment and candidate biographical sketch forms due Sunday, Jan. 7, 2024

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interests of school districts and county offices of education. The Delegate Assembly is comprised of Delegates who are elected and appointed by local board members in 21 geographic regions throughout the state. Delegates will serve two-year terms beginning April 1, 2024 through March 31, 2026. The Delegate Assembly meets twice each year.

Nomination, appointment, and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until Sunday, Jan. 7, 2024. Please see memorandum from President Susan Markarian for **districts** and **even-numbered counties**. Links to the nomination and appointment materials along with the candidate biographical sketch can be accessed from CSBA's website.

# Nominations are now being accepted!

If you have questions, please contact the Executive Office at nominations@csba.org.

Learn more

# Governing Board Meeting Date: October 19, 2023

# Agenda Item:

Revised Job Description's that will take effect on July 1, 2023

Background (Describe purpose/rationale of the agenda item): Approval of the following Revised job description's: Administrative Support Specialist-Pupil Services from 11 months to 12 months Administrative Support Specialist- MOT from 11 months to 12 months

Impacted employee's have been notified on September 22, 2023

# Fiscal Impact (Cost):

N/A

**Funding Source:** 

# **Recommended Action:**

□ Informational

Denial

DiscussionApproval

- □ Ratification
- **Explanation:** Click here to enter text.

Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Principal/Department Head Signature

Superintendent Dr. Rhonda Tay

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

# **Job Description**

Title: Administrative Support Specialist – Pupil Services	FLSA Status: Nonexempt	Months: 12
Supervisor: Director – Special Education	Supervises: N/A	Range: 27
Department: Special Education	Bargaining Unit: Classified	Approved:12/19/2019

## JOB SUMMARY:

Under the general direction of Director, Special Education, perform a variety of responsible and technical clerical duties in support of assigned functions, services and programs in the Special Education department; create, process and organize a variety of records, documents and forms, including annual vendor contracts; maintain frequent and responsible public contacts; enter a variety of data into assigned computer systems; organize and coordinate office activities and the flow of department communication.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Perform clerical administrative duties in support of the Director, Special Education; process incoming and outgoing mail; compose correspondence and bulletins independently or from dictation as requested; prepare and accurately maintain a variety of special education reports, files and statistical data relating to students, staff, operations and activities; schedule appointments conferences, meetings and classroom visitations; screen telephone calls and visitors.
- Prepare and maintain a variety of records, utilizing California Basic Educational Data Systems (CBEDS) and the California Special Education Management Information System (CASEMIS) for Individual Education Plan (IEP) compliance; compile information from a variety of sources and prepare complex reports as required by the District, County, State or federal regulations; maintain confidentiality of records and information as appropriate.
- Prepare, maintain, and coordinate a variety of complex lists and records related to division information, personnel, financial activity and assigned duties; maintain and check accuracy of division personnel leave and absences, establish and maintain filing systems.
- Research and obtain price quotes from vendors, contractors and service providers; provide information and price quotes to Director as requested; prepare contracts for services as required; oversee and maintain the contract database.
- Enter IEP information into Special Education Information System (SEIS); maintain communication on contracts for services and IEP consultations with the Special Education Local Planning Areas (SELPA).
- Answer telephones and provide routine information and refer inquiries to the appropriate staff or office; make phone calls to request or provide information as directed.
- Communicate with personnel and various outside agencies to exchange information and resolve issues or concerns; maintain IEP records and documents.
- Prepare and type letters, memoranda, forms, records, reports, bulletins, handbooks, questionnaires, requisitions and documents; compose email correspondence independently.
- Prepare and maintain a variety of logs, files and department records; duplicate a variety of materials; receive and distribute mail.
- Coordinate Extended School Year (ESY) enrollments.
- Operate a variety of office equipment including a calculator, copier, fax machine, computer and assigned software.
- Maintain appointment and activity schedules and calendars including the master calendar; coordinate travel arrangements and hotel reservations as necessary; reserve facilities and equipment for meetings and other events as needed.

#### **OTHER DUTIES:**

Administrative Support Specialist - Pupil Services Page 1 of 3

• Perform related duties as assigned.

## **QUALIFICATIONS:**

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

#### Knowledge of:

- Lakeside Union School District's Special Education Department programs and activities.
- Modern office practices, procedures and equipment.
- Letter and report preparation techniques.
- Telephone techniques and etiquette.
- Record-keeping and filing techniques.
- Appropriate terminology of assigned function.
- Data management, storage and retrieval systems.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- District organization, operations, policies and objectives related to assigned function.
- Interpersonal skills using tact, patience and courtesy.
- Oral and written communication skills.
- Operation of a computer and assigned software.

#### Skills/Ability to:

- Prepare and process a variety of special education records, reports and documents with accuracy and speed.
- Compose correspondence independently.
- Establish and maintain cooperative and effective working relationships with others.
- Analyze situations accurately and adopt an effective course of action.
- Meet schedules and timelines.
- Perform duties effectively with many demands on time and constant interruptions.
- Plan and organize work.
- Work confidentially with discretion.
- Maintain records and prepare reports.
- Communicate effectively both orally and in writing.
- Type or input data accurately at an acceptable rate of speed.
- Learn to operate new software applications.
- Make arithmetic calculations quickly and accurately.
- Understand and follow oral and written directions.
- Operate a variety of office equipment such as a computer and assigned software.

#### **Education and Experience:**

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

- Graduation from high school or GED and,
- Two years increasingly responsible administrative assistant experience.

## WORKING CONDITIONS:

#### Work Environment:

- Indoor/Office environment.
- Constant interruptions.
- •

#### **Physical Demands:**

- Dexterity of hands and fingers to operate a computer and standard office equipment.
- Sitting or standing for extended periods of time.

Administrative Support Specialist – Pupil Services Page 2 of 3

- Hearing and speaking to exchange information on the telephone or in person.
- Seeing to assure complete and accurate reports and letters.
- Reaching overhead above the shoulders and horizontally to maintain and retrieve files.

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



# **Job Description**

Title: Administrative Support Specialist -MOT	FLSA Status: Non-Exempt	Months: 12
Supervisor: Director-Maintenance Operations & Transportation	Supervises: N/A	Range: 27
Department: Maintenance Operations & Transportation	Bargaining Unit: Classified	Approved:12/19/2019

#### JOB SUMMARY:

Under the direction of Director-Maintenance Operations & Transportation, perform a wide variety of specialized and complex clerical and secretarial work in support of operations and activities related to maintenance, operations and transportation (MOT); coordinate flow of MOT office communications; serve as a as receptionist; prepare data and reports as necessary; relieve the Director-MOT of administrative/technical details.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Perform a wide variety of specialized and complex clerical and secretarial work in support of operations and activities related to maintenance, operations and transportation (MOT); coordinate flow of MOT office communications; relieve the Director-MOT of administrative/technical details.
- Greet and assist office visitors; serve as a as receptionist; initiate and receive telephone calls; screen and route calls; take and relay messages; respond to inquiries and provide information related to MOT functions, operations policies and procedures; resolve issues as appropriate.
- Receive written information or data, posts to records, ledgers or files, assign budget code numbers to invoices and validate work performed; request, create and process requisitions; request open purchase orders for vendors; complete on-line expense report for credit card purchases.
- Serve as Administrator of OPRA, assign, organize, create and complete work orders for repairs; expedite the flow of
  work for major District divisions responsible for a large number of employees, programs and projects.
- Count money received for bus passes, issue receipts for money, prepare deposits and reports; process and create bus passes in an assigned software program; create bus passes and maintain various databases and spreadsheets on the computer system.
- Invoice parents for MOT services rendered; input field trip and Boys and Girls Club charges; forward information to the business office for processing invoices; assist parents with pick-up/drop off times, schedules and bus stop locations; relay and receive messages from school bus drivers; contact school sites and parents on behalf of school bus drivers.
- Assist in management of the EMS system; manipulate the EMS to coordinate with Use of Facilities.
- Coordinate the Use of Facilities with school staff; acquire proof of proper insurance, use fees and invoices; coordinate custodial coverage for weekend Use of Facilities; arrange for parking attendant for evening events.
- Assemble and advertise bid contracts, plans mandatory bid walks; compose addendums to contracts; send out notices to proceed; obtain required certificates and bonds and file notice of completion.
- Perform a wide variety of highly skilled clerical work including the personal performance of typing a variety of reports and forms; answer phones; serve as the MOT office receptionist and respond to inquiries relating to MOT department issues; duplicate materials; research and compile information and data.
- Prepare and maintain a variety of records, logs and reports related to shipments, inventory, purchase orders and
  assigned activities; establish and maintain filing systems; process a variety of forms and applications; duplicate
  materials as needed; prepare routine correspondence; review outgoing correspondence for consistency with
  operational procedures as well as for format, grammatical construction and punctuation.

- Access SEMS to track employee absences; assign substitute personnel if necessary; collect and process absence reports and forward to appropriate district department; track and record employee vacation and time requests; enter employee timesheet data.
- Substitute or serve as backup assistant as necessary in the absence of other MOT staff member(s) including cutting new keys.
- Prepare requisitions, order office supplies, order and disburse custodial supplies.
- Operate a two-way radio and key cutting machines.
- Operate a variety of office equipment including a computer and assigned software.
- Input a wide variety of data into an assigned computer system; create queries and generate purchase orders and computerized lists, records and reports; assure the timely distribution and receipt of a variety of records and reports related to assigned activities.
- Communicate with other departments, vendors and various outside agencies to exchange information, coordinate activities and resolve issues or concerns.
- Attend and participate in meetings and in-service trainings; set-up and schedule custodial and maintenance safety meetings.

#### **OTHER DUTIES:**

• Perform related duties as assigned.

#### QUALIFICATIONS:

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

#### Knowledge of:

- Modern office practices, procedures and equipment.
- Applicable laws, codes, regulations, policies and procedures.
- Record-keeping and report preparation techniques.
- Telephone techniques and etiquette.
- Oral and written communication skills.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Interpersonal skills using tact, patience and courtesy.
- Operation of a computer and assigned software.
- Basic inventory techniques.

#### Skills/Ability to:

- Perform a variety of responsible clerical and secretarial duties in support of the MOT operations.
- Coordinate flow of office communications.
- Learn MOT terminology, practices and procedures.
- Assure smooth and efficient office operations.
- Interpret, apply and explain laws, codes, rules and regulations related to assigned activities.
- Fill and process requisitions.
- Answer telephones and greet the public courteously.
- Type or input data accurately at an acceptable rate of speed.
- Work independently with little direction.
- Understand and follow oral and written instructions.
- Meet schedules and timelines.
- Prioritize work.
- Complete work with many interruptions.
- Operate a variety of office equipment including a computer and assigned software.
- Operate a two-way radio and a key cutting machine.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.

#### Education and Experience:

Administrative Support Specialist - MOT

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

• Graduation from high school or equivalent GED and three years clerical or secretarial experience involving frequent public contact including one year of which as including the maintenance of financial or statistical records.

#### Licenses, Certifications and other Requirements:

• N/A

#### WORKING CONDITIONS:

#### Work Environment:

- Indoor/MOT office environment.
- Fast paced-work environment with changing priorities.

#### **Physical Demands:**

- Dexterity of hands and fingers to operate a computer keyboard.
- Hearing and speaking to exchange information in person or on the telephone.
- Sitting or standing for extended periods of time.
- Seeing to read a variety of materials.
- Bending at the waist, kneeling or crouching to file materials.
- Lifting, carrying, pushing or pulling heavy objects as assigned by the position.

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

# Governing Board Meeting Date: Agenda Item:

New Job Description

**Background (Describe purpose/rationale of the agenda item):** Approval of the following job description's: Supervisor of Custodial Services

# Fiscal Impact (Cost):

N/A

**Funding Source:** 

**Recommended Action:** 

Informational

□ Discussion

Approval

- Ratification
- **Explanation:** Click here to enter text.

Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:

onda Taylor, Superintendent

Principal/Department Head Signature

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



# **Job Description**

Title: Supervisor of Custodial	FLSA Status:	Salary: Management salary range 19
Services		\$70,225 to \$83,745
Supervisor: Todd Owens	Supervises: Yes	Months: 12
Department: Maintenance	Bargaining Unit: Management	Approved:

## GENERAL SUMMARY:

Under the general direction and supervision of the Director of Maintenance, Operations and Transportation, plans, organizes, coordinates and supervises all custodial operations of the District. The Supervisor of Custodial Services is responsible for the training, scheduling and evaluation of custodial staff. Performs other duties directly related to the job description. This position will require you to work both AM and PM shifts as needed and scheduled by the Director of Maintenance, Operations and Transportation.

# PRINCIPAL DUTIES AND RESPONSIBILITIES:

Coordinates and administers custodial care of buildings and custodial services in schools and related facilities.

Establishes and supervises custodial staff, development/in-service training program for custodial personnel.

Provides technical information regarding custodial services, operation and methods to principals, teachers and department staff.

Examines and tests technology methods, and protocols, used in performing custodial operations.

Estimates and initiates action for supplies, materials and equipment; provides for custodial materiel inventory, and monitoring of custodial services budget.

Responsible for custodial services, security, and employment safety programs

Assists in the interviewing, selection, orienting and assignment of applicants.

Answers emergency calls and takes necessary action to protect and preserve property.

Coordinate and oversee the Use of Facilities program across the district to ensure program efficiency.

The Supervisor of Custodial Services serves as a member of the District Management Team.

# Knowledge, Skills and Abilities Required:

Ability to see and read, with or without vision aids; ability to hear and understand; speak at normal level; ability to communicate so others will clearly understand normal conversation.

Knowledge of correct English usage, grammar, spelling, punctuation and vocabulary.

Knowledge and ability to manage and supervise all District cleaning and custodial operations.

Knowledge of modern cleaning methods and techniques, materials, tools and equipment.

Skill and ability to efficiently perform short-and long-term planning pertaining to the control of activities of subordinate staff and to schedule, coordinate and monitor all custodial operations.

Knowledge of security, health and safety procedures, including District fire, earthquake, and evacuation procedures, and location of school building and facility shut-offs.

Ability to safely operate/demonstrate cleaning equipment and tools.

Skill and ability in teaching/supervising the proper use, storage and disposal of chemicals, solvents and fluids which may be toxic and require special handling.

Ability to monitor and supervise/direct necessary recycling duties in accordance with established District procedures.

Skill in establishing and maintaining effective work relationships with those contracted in the performance of assigned duties.

Ability to perform heavy labor and meet the physical requirements necessary to perform assigned duties.

#### Working Conditions:

Physical demands include lifting up to 50 pounds, standing and working for extended periods, bending at the waist, pushing, pulling, carrying, twisting/turning, climbing ladders, seeing to assure proper and complete cleaning, and dexterity of hands and fingers to operate power cleaning equipment.

Light to moderate stress level.

#### Environmental Conditions:

Work environment-indoors and outdoors. Temperature – usually normal climate, occasional adverse weather conditions.

Chemical Exposure - occasional; solvents, cleaning compounds, polish fumes.

Exposure to blood borne pathogens - occasional.

#### Contacts:

Daily contact with the District staff and custodial personnel. Regular contact with students, teachers and school staffs.

Occasional contact with parents, community members and outside agency personnel.

#### Occupational Certificates/Licenses:

High school diploma or equivalent.

First Aid and CPR certification.

Valid driver's license.

#### Employment Standards:

Dexterity and physical condition to maintain a rigorous work schedule and meet standards of physical and mental health. To perform this job successfully, an individual must be able to perform each essential duty

Title Supervisor of Custodial Services Page 2 of 3

satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions of the position.

## Governing Board Meeting Date: Agenda Item:

New Job Description

**Background (Describe purpose/rationale of the agenda item):** Approval of the following job description's: Executive Administrative Assistant – Education Services (Confidential)

# Fiscal Impact (Cost):

N/A

**Funding Source:** 

**Recommended Action:** 

- □ Informational
- Discussion
- 🛛 Approval

- □ Ratification
- **Explanation:** Click here to enter text.

# Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Dr. Rhonda Taylor, Superintendent

Principal/Department Head Signature

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



# **Job Description**

Title: Executive Administrative Assistant- Education Services (Confidential)	FLSA Status: Non-Exempt	Months: 12
Supervisor: Assistant Superintendent	Supervises: N/A	Range: Confidential salary range :29
		\$65,314 to \$82,131
Department: Education Services	Bargaining Confidential	Approved:

## **JOB SUMMARY:**

Under the direction of Assistant Superintendent, Education Services, provide a variety of complex and confidential administrative and clerical support activities to relieve the Assistant Superintendent of administrative details and provide clerical support to Education Services Department as needed; interpret policies and regulations to officials, staff and the public; coordinate internal workflow and communication within the division; assemble, interpret and organize information and financial and statistical data related to assigned activities; respond to inquiries and provide information on a wide range of technical and program matters for administrators, teachers, staff and the public; serve as liaison with other District staff and the public; maintain confidentiality of sensitive and privileged information.

# ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Perform highly responsible duties as the primary and confidential administrative assistant to the Assistant Superintendent, Education Services relieving the administrator of a variety of secretarial and administrative details and provide clerical support to the Education Services Department; plan, coordinate and organize office and department activities and flow of communications for the administrator.
- Provide administrative and clerical support to the Education Services Department activities, programs and services; receive, screen and route telephone calls; greet and assist visitors; refer callers or visitors to appropriate staff members; take and relay messages; respond to requests, complaints and questions from officials, staff and the public, representing the Assistant Superintendent, Education Services by phone and written communication; prepare Board agenda items for department; interpret policies and regulations to officials, staff and the public.
- Compile and prepare various letters, forms, reports, contracts, packets, collective bargaining proposals, responses to requests for information, analysis of attorneys' fees, statistical data, memoranda, bulletins, newsletters, notices, vouchers, lists and other materials as directed; prepare, format, edit, proofread and revise written materials.
- Prepare, draft and finalize reports for District and school sites by researching, analyzing, and summarizing information and data from various sources required by District, Educational Services Department, County, State and Federal agencies, maintain students demographic data in a relational database for enrollment, school boundaries, and other related information, plan and follow up to ensure that functional deadlines are met.
- Compose a wide variety of correspondence independently on behalf of the Assistant Superintendent; compile and prepare various letters, forms, memos, requisitions, purchase orders, contracts, statistical data, lists and other materials as assigned; ensure accuracy of input and output data; ensure timely distribution and receipt of a variety of records and reports; prepare, format, edit, proofread and revise written materials.

- Respond to requests, complaints and questions from District administrators, staff, parents and the public representing
  the Assistant Superintendent by phone and written communication; interpret policies and regulations to officials, staff
  and the public; obtain and provide information to staff and the public where judgment, knowledge and interpretation
  of policies and regulations and organizational functions and programs are required; perform research as needed to
  assist with responses to grievances and legal issues.
- Prepare and maintain detailed records relating to collective bargaining matters, including but not limited to summaries of negotiation sessions, records of proposals, amendments, side letters of agreement, revisions to the contracts, notes, reports, and memoranda and maintain confidentiality regarding issues related to collective bargaining matters.
- · Participate in negotiations preparation and sessions including preparation of proposals,, and caucuses
- Communicate with other departments, administrators and outside agencies to exchange information, resolve issues or concerns, and coordinate activities, training, and informational sessions.
- Receive, sort and route incoming correspondence; review and determine priority of incoming mail; compose replies independently or from oral direction; prepare notices, packets and informational materials for mailing.
- Monitor and maintain designated Educational Services budgets and ensure assigned accounts are accurate and
  expenditures are within federal or State requirements; process requisitions, travel authorizations, time sheets and
  reimbursements; initiate budget transfers as directed; assist Assistant Superintendent with development of the Division
  budget; complete and submit State and federal reports associated with Title I, II, III and VI funding.
- Assist with reviewing and revising Educational Services Division policies, regulations and procedures as needed.
- Coordinate and schedule various appointments and meetings; make travel arrangements; reserve facilities; prepare and ensure proper completion of reimbursement forms; maintain and coordinate the Assistant Superintendent's calendar; prepare and disseminate a calendar of events, including for negotiations; coordinate and arrange special events and activities as required.
- Maintain time keeping for department employees for absence management.
- Attend a variety of meetings; prepare related notices, reports, presentations and agendas; record and transcribe
  minutes; prepare and distribute minutes, updated records, statements, documents and reports to appropriate personnel.
- Research and compile a variety of information; compute statistical information for various federal, State and local reports; process and evaluate a variety of forms and applications related to assigned functions; duplicate materials as necessary.
- Prepare, manage, and monitor department budgets as directed, including entering requisitions and managing supporting spreadsheets.
- Verify, monitor, and manage various programs including but not limited to teacher induction and stipends.
- Input a wide variety of data into an assigned computer system; maintain automated files and records; create queries and generate a variety of computerized lists and reports; ensure timely distribution and receipt of a variety of records and reports; ensure accuracy of input and output data.
- Perform special projects and prepare various forms and reports on behalf of the Assistant Superintendent, Education Services; attend to administrative details on special matters as assigned; perform varied duties related to the Assistant Superintendent's area of responsibility and assigned programs with the Education Services Department.
- Operate and maintain a variety of office equipment including a calculator, copier, fax machine, computer and assigned software; arrange for equipment repairs as needed.
- Prepare, type and process requisitions according to established guidelines; order, receive and maintain inventory of supplies and equipment in accordance with established guidelines.
- Obtain and provide information, records and materials to staff and the public where judgment, knowledge and interpretation of policies and regulations and organizational functions and programs are required; verify information for staff and outside agencies as requested.
- Develop and implement office procedures to ensure complete and timely operations; create office forms which facilitate workflow.
- Train, provide work guidance to assigned personnel as directed.
- Cross train with Data Analyst to ensure knowledge of CALPADS and other required data reporting systems

Title Executive Administrative Assistant – Ed Services Confidential

#### **OTHER DUTIES:**

• Perform related duties as assigned.

#### **QUALIFICATIONS:**

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

#### **Education and Experience:**

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

- Graduation from high school or equivalent GED supplemented by college-level course work in a related field.
- Six years of increasingly responsible clerical or administrative assistant experience.

#### **WORKING CONDITIONS:**

#### Work Environment:

• Indoor/Office Environment.

#### **Physical Demands:**

- Dexterity of hands and fingers to operate a computer keyboard.
- Hearing and speaking to exchange information.
- Sitting or standing for extended periods of time.
- Seeing to read a variety of materials.
- Periodic lifting in excess of 50 pounds.
- Moderate to heavy physical effort for extended periods of time.

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

# Governing Board Meeting Date: 11/9/23

# Agenda Item:

Principal Title Revisions

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

Approval of title revisions for the following job descriptions: A) School Principal – Middle School (Confidential), Tierra del Sol Middle School; B) School Principal (Confidential), Lindo Park; and C) K-8 Academy Principal (Confidential).

# Fiscal Impact (Cost):

N/A

# **Funding Source:**

N/A

# **Recommended Action:**

□ Informational

□ Discussion

- ☑ Approval
- □ Adoption

- Denial
- □ Ratification
- **Explanation:** Click here to enter text.

# Originating Department/School: Human Resources

Submitted/Recommended By:

Instra

Approved for Submission to the Governing Board:

Dr. Christine Sinatra, HR Exec Director

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

mar Jarla Dr. Rhonda Taylor, Superintendent

#### **POSITION DESCRIPTION**

#### **POSITION TITLE:** Elementary School Principal (Confidential)

#### **GENERAL SUMMARY:**

Under the direction of, and reporting to the District Superintendent, the Elementary School Principal (Confidential) shall be responsible for all aspects of the operation and management of the school site. The Principal is expected to maintain a safe, caring, student-centered environment that promotes high academic and ethical standards among staff and students. Through the Principal's leadership, all staff will recognize that the sole purpose for the school's existence is the students and the focus of all decisions should be predicated on that precept. The Principal is a confidential employee, who serves as an active and integral member of the District's negotiations team and participates in recommending District policies and regulations. The Principal operates within the framework of District policies adopted by the Board of Trustees, the regular requirements as stipulated in the Education Code, The California Code of Regulations, Title V, and the rules and regulations of the State Department of Education.

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

#### General:

Is responsible for the on-going improvement of learning for every student.

Provides leadership and management of day to day activities of the school and leads implementation of actions designed to meet the goals on the district LCAP and site SPSA.

Ensures that all students enrolled at their school site receive a high quality educational program that demonstrates the value of every student's right to be treated with dignity and respect.

Creates a calm, learning centered school environment with systems that support learning, appropriate behavior, professional collaboration and celebration of successes.

Maintains ongoing two-way communication with faculty and staff to develop solidarity and support for the School and District's long-range goals as well as day-to-day operations.

Responsible for all school employee evaluations; includes valid and constructive suggestions for improvement of instruction and follows through with those suggestions.

Coordinates and provides direction/supervision for the school's co-curricular and extracurricular activities.

Reports to the Superintendent on growth and improvement of the school programs.

Implements and maintains clear lines of communication with parents, community, agencies and businesses.

Identifies community resources and agencies that may provide services to the school, and establishes relationships as appropriate with these resources and agencies.

#### Curriculum:

Supports teachers in providing optimal learning opportunities for students.

Provides leadership in curriculum development and ensures high quality curriculum design and delivery as well as professional collaboration among colleagues.

Certificated Job Description TITLE – Elementary School Principal (Confidential) Page 2

Develops, implements and evaluates all curriculum and matters related to the school instructional program, ensuring equitable opportunities for all students.

Provides for an ongoing process of assessing student needs.

Plans/designs the appropriate staff development to support/reinforce the mission of the school and the continued professional growth of faculty and staff.

Demonstrates leadership and support of the educational and administrative philosophies of the District.

Provides the leadership in coordinating curricular development with staff and parents.

#### Community Relations:

Serves on appropriate committees/organizations to assure the interests of the school and District are properly represented.

Establishes, maintains and nurtures effective working relationships with parents, community members, interested school stakeholders and outside agency personnel.

Serves as school representative to the PTA, School Site Council and other parent/community organizations.

Fosters effective articulation procedures with middle schools.

Achieves status as a community leader in public education.

Provides the community with current information regarding school, District and community events to encourage participation and enrollment.

#### Finance:

Administers, allocates and controls the school budgets with accuracy and integrity.

Assists in securing additional finances through grants, endowments and other fund-raising sources as needed to augment special programs and projects.

Facilitates an understanding of the school budget with staff and community.

#### Maintenance and Operations:

Responsible for the care of all buildings, equipment and campus grounds.

Responsible for the scheduling and proper use of facilities by outside agencies or groups.

Assists with transportation issues and problems.

#### Personnel and Collective Bargaining:

Participates in the selection of certificated and classified staff; supervises and evaluates all certificated and classified personnel in the school, including classroom visitations and observations of teaching strategies.

Involved in training program staff.

Promotes positive staff morale and commitment.

Certificated Job Description TITLE – Elementary School Principal (Confidential) Page 3

Acknowledges accomplishments of colleagues and subordinates.

Respects and maintains professional confidences.

Administers the provisions of the collectively bargained contracts.

Serves as an active and integral member of the collective bargaining team(s) for District Management. Identifies bargaining objects, prepares bargaining proposals, participates in negotiations, and maintains confidentiality of information obtained during the collective bargaining process.

Administers grievances on behalf of the District.

Uses appropriate professional channels for communicating personal/professional concerns.

Demonstrates collegial and organizational loyalties.

Participates in District meetings, including management meetings.

#### Student Welfare and Attendance:

Ensures that all students enrolled at their school site receive a high quality educational program that demonstrates the value of every student's right to be treated with dignity and respect.

Establishes and maintains systems designed to promote proper student conduct and enforces discipline as necessary, consistent with the due process rights of students.

Provides appropriate campus supervision and monitors student discipline protocols.

Assumes responsibility for the safety and operation of the school plant and site, plans and supervises fire drills and the emergency preparedness program.

Coordinates and participates in the screening and recommending of pupils for special education classes and/or other special programs.

#### Student Activities:

Promotes a feeling of unity and spirit among the student body.

Provides extracurricular student activities appropriate to a K-5 school.

Provides leadership/direction to student government, student council activities.

#### **Professional Obligations:**

Strives to continually improve management and administration skills and abilities.

Keeps aware of educational/personnel treads and developments and employs such information in the school program.

Maintains professional association memberships and represents the school/District on professional committees.

Works closely and cooperatively as a member of the District Management Team.

#### Authority and Functions:

Certificated Job Description TITLE – Elementary School Principal (Confidential) Page 4

Under direction of the District Superintendent, is responsible for all assigned school site management and operation functions.

#### Chain of Command:

Reports directly to the District Superintendent. Works collaboratively with Assistant Superintendents and other district program managers.

#### Education/Experience:

Holds a Master's degree or Doctorate from an accredited university.

#### License or Certification:

Holds or is eligible for a clear Administrative Services Credential issued by the California Commission on Teacher Credentialing.

#### Employment Standards:

Dexterity and physical condition to maintain a rigorous work schedule and meet standards of physical and mental health. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions of the position.

#### **POSITION DESCRIPTION**

#### **POSITION TITLE:** Middle School Principal (Confidential)

#### **GENERAL SUMMARY**:

Under the direction of, and reporting to the District Superintendent, the Middle School Principal (Confidential) shall be responsible for all aspects of the operation and management of Tierra Del Sol Middle School (grades 6-8) site. The Principal is expected to maintain a safe, caring, student-centered environment that promotes high academic and ethical standards among staff and students. Through the Principal's leadership, all staff will recognize that the sole purpose for the school's existence is the academic success of all students and the focus of all decisions should be predicated on that precept. The Middle School Principal is a confidential employee, who serves as an active and integral member of the District's negotiations team and participates in recommending District policies and regulations. The Middle School Principal operates within the framework of District policies adopted by the Board of Trustees, the regular requirements as stipulated in the Education Code, the California Code of Regulations, Title V, and the rules and regulations of the State Department of Education.

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

#### General:

Is responsible for the on-going improvement of learning for every student.

Provides leadership and management of day to day activities of the school and leads implementation of actions designed to meet the goals on the district LCAP and site SPSA.

Ensures that all students enrolled at their school site receive a high quality educational program that demonstrates the value of every student's right to be treated with dignity and respect.

Creates a calm, learning centered school environment with systems that support learning, appropriate behavior, professional collaboration and celebration of successes.

Promotes with all staff the valuing of every student's right to be treated with dignity and respect.

Maintains ongoing two-way communication with faculty and staff to develop solidarity and support for the school and District's long-range goals as well as day-to-day operations.

Responsible for all school employee evaluations; includes valid and constructive suggestions for improvement of instruction and follows through with those suggestions.

Coordinates and provides direction/supervision for the school's co-curricular and extracurricular activities.

Reports to the Superintendent on growth and improvement of the school programs.

Implements and maintains clear lines of communication with parents, community, agencies and businesses.

Identifies community resources and agencies that may provide services to the school, and establishes relationships as appropriate with these resources and agencies.

#### Curriculum:

Responsible for the development, delivery and evaluation of all curriculum and matters related to instruction.

Certificated Job Description TITLE – Middle School Principal (Confidential) Page 2

Coordinates curriculum development with department chairs and ensures articulation with District-wide efforts.

Provides for an ongoing process of assessing student needs.

Plans/designs the appropriate staff development to support/reinforce the mission of the school and the continued professional growth of faculty and staff.

Demonstrates leadership and support of the educational administrative philosophies of the District.

Provides leadership in curriculum development and ensures high quality curriculum design and delivery as well as professional collaboration among colleagues.

Supports teachers in providing optimal learning opportunities for students.

#### Community Relations:

Serves on appropriate committees/organizations to assure the interests of the school and District are properly represented.

Establishes, maintains and nurtures effective working relationships with parents, community members, interested stakeholders and outside agency personnel.

Serves as school representative to the PTA, School Site Council and other parent/community organizations.

Fosters effective articulation procedures with the elementary schools and high schools.

Achieves status as a community leader in public education.

Provides the community with current information regarding school, District and community events to encourage participation and enrollment.

#### Finance:

Maintains the accuracy and integrity of the school budget.

Assists in securing additional finances through grants, endowments and other fund-raising sources as needed to augment special programs and projects.

Facilitates an understanding of the school budget with staff and community.

Prepares and submits reports required for management of the school.

#### Maintenance and Operation:

Responsible for the care of all buildings, equipment and campus grounds.

Responsible for the scheduling and proper use of facilities by outside agencies or groups.

Assists with transportation issues and problems.

#### Personnel:

Participates in the selection of certificated and classified staff; supervises and evaluates all certificated and classified personnel in the school, including classroom visitations and observations of teaching strategies.

Certificated Job Description TITLE – Middle School Principal (Confidential) Page 3

Involved in training program staff.

Promotes positive staff morale and commitment.

Acknowledges accomplishments of colleagues and subordinates.

Respects and maintains professional confidences.

Administers the provisions of the collectively bargained contracts.

<u>Serves as an active and integral member of the collective bargaining team(s) for District Management.</u> <u>Identifies bargaining objects, prepares bargaining proposals, participates in negotiations, and maintains</u> <u>confidentiality of information obtained during the collective bargaining process.</u>

Administers grievances on behalf of the District.

Uses appropriate professional channels for communicating personal/professional concerns.

Demonstrates collegial and organizational loyalties.

Participates in District meetings, including management meetings.

#### Student Welfare and Attendance:

Ensures that all students enrolled at their school site receive a high quality educational program that demonstrates the value of every student's right to be treated with dignity and respect.

Establishes and maintains systems designed to promote proper student conduct and enforces discipline as necessary, consistent with the due process rights of students.

Provides appropriate campus supervision and monitors student discipline protocols.

Assumes responsibility for the safety and operation of the school plant and site, plans and supervises fire drills and the emergency preparedness program.

Coordinates and participates in the screening and recommending of pupils for special education classes and/or other special programs.

#### Student Activities:

Promotes a feeling of unity and spirit among the student body.

Provides extracurricular sport and student activities appropriate to a middle school.

Provides leadership/direction to student government, student council activities.

#### Professional Obligations:

Strives to continually improve management and administration skills and abilities.

Keeps aware of educational/personnel treads and developments and employs such information in the school program.

Maintains professional association memberships and represents the school/District on professional committees.

Certificated Job Description TITLE – Middle School Principal (Confidential) Page 4

Works closely and cooperatively as a member of the District Management Team.

#### Authority and Functions:

Under direction of the District Superintendent, is responsible for all assigned school site management and operation functions.

#### Chain of Command:

Reports directly to the District Superintendent. Works collaboratively with Assistant Superintendents and other district program managers.

#### Education/Experience:

Holds a Master's degree or Doctorate from an accredited university.

#### License or Certification:

Holds or is eligible for a clear Administrative Services Credential issued by the California Commission on Teacher Credentialing.

#### Employment Standards:

Dexterity and physical condition to maintain a rigorous work schedule and meet standards of physical and mental health. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions of the position.

#### **POSITION DESCRIPTION**

#### **POSITION TITLE:** K-8 Academy Principal (Confidential)

#### **GENERAL SUMMARY:**

Under the direction of, and reporting to the District Superintendent, the K-8 Academy Principal (Confidential) shall be responsible for all aspects of the operation and management of the kindergarten through 8th grade school, including the school's independent study program, as applicable. The K-8 Academy Principal is expected to maintain a safe, caring, student-centered environment that promotes high academic and ethical standards among staff and students. Through the K-8 Academy Principal's leadership, all staff will recognize that the sole purpose for the school's existence is the students and the focus of all decisions should be predicated on that precept. The K-8 Academy Principal is a confidential employee, who serves as an active and integral member of the District's negotiations team and participates in recommending District policies and regulations. The K-8 Academy Principal operates within the framework of District policies adopted by the Board of Trustees, the regular requirements as stipulated in the Education Code, The California Code of Regulations, Title V, and the rules and regulations of the State Department of Education.

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

#### General:

Is responsible for the on-going improvement of learning for every student.

Provides leadership and management of day to day activities of the school and leads implementation of actions designed to meet the goals on the district LCAP and site SPSA.

Ensures that all students enrolled at their school site receive a high quality educational program that demonstrates the value of every student's right to be treated with dignity and respect.

Creates a calm, learning centered school environment with systems that support learning, appropriate behavior, professional collaboration and celebration of successes.

Promotes with all staff the valuing of every student's right to be treated with dignity and respect.

Maintains ongoing two-way communication with faculty and staff to develop solidarity and support for the School and District's long-range goals as well as day-to-day operations.

Responsible for all school employee evaluations; includes valid and constructive suggestions for improvement of instruction and follows through with those suggestions.

Coordinates and provides direction/supervision for the school's co-curricular and extracurricular activities.

Reports to the Superintendent on growth and improvement of the school programs.

Implements and maintains clear lines of communication with parents, community, agencies and businesses.

Identifies community resources and agencies that may provide services to the school, and establishes relationships as appropriate with these resources and agencies.

#### Curriculum:

Supports teachers in providing optimal learning opportunities for students.

Provides leadership in curriculum development and ensures high quality curriculum design and delivery as well as professional collaboration among colleagues.

Develops, implements and evaluates all curriculum and matters related to the school instructional program, focused on science, technology, engineering, the arts, and mathematics (STEAM) and innovative instructional techniques, such as project based learning.

Researches, plans, and grows school programs to respond to community needs, grow enrollment, and sustain successful programs.

Provides for an ongoing process of assessing student needs.

Plans/designs the appropriate staff development to support/reinforce the mission of the school and the continued professional growth of faculty and staff.

Demonstrates leadership and support of the educational and administrative philosophies of the District.

Provides the leadership in coordinating curricular development with staff and parents.

#### Community Relations:

Serves on appropriate committees/organizations to assure the interests of the school and District are properly represented.

Establishes, maintains and nurtures effective working relationships with parents, community members, interested school stakeholders and outside agency personnel.

Serves as school representative to the PTA, School Site Council and other parent/community organizations.

Fosters effective articulation procedures with high schools.

Achieves status as a community leader in public education.

Provides the community with current information regarding school, District and community events to encourage participation and enrollment.

#### <u>Finance</u>:

Administers, allocates and controls the school budgets with accuracy and integrity.

Assists in securing additional finances through grants, endowments and other fund-raising sources as needed to augment special programs and projects.

Facilitates an understanding of the school budget with staff and community.

Prepares and submits reports required for management of the school.

#### Maintenance and Operations:

Responsible for the care of all buildings, equipment and campus grounds.

Responsible for the scheduling and proper use of facilities by outside agencies or groups.

Assists with transportation issues and problems.

#### Personnel and Collective Bargaining:

Participates in the selection of certificated and classified staff; supervises and evaluates all certificated and classified personnel in the school, including classroom visitations and observations of teaching strategies.

Involved in training program staff.

Promotes positive staff morale and commitment.

Acknowledges accomplishments of colleagues and subordinates.

Respects and maintains professional confidences.

Administers the provisions of the collectively bargained contracts.

Serves as an active and integral member of the collective bargaining team(s) for District Management. Identifies bargaining objects, prepares bargaining proposals, participates in negotiations, and maintains confidentiality of information obtained during the collective bargaining process.

Administers grievances on behalf of the District.

Uses appropriate professional channels for communicating personal/professional concerns.

Demonstrates collegial and organizational loyalties.

Participates in District meetings, including management meetings.

#### Student Welfare and Attendance:

Ensures that all students enrolled at their school site receive a high quality educational program that demonstrates the value of every student's right to be treated with dignity and respect.

Establishes and maintains systems designed to promote proper student conduct and enforces discipline as necessary, consistent with the due process rights of students.

Provides appropriate campus supervision and monitors student discipline protocols.

Assumes responsibility for the safety and operation of the school plant and site, plans and supervises fire drills and the emergency preparedness program.

Coordinates and participates in the screening and recommending of pupils for special education classes and/or other special programs.

#### Student Activities:

Promotes a feeling of unity and spirit among the student body.

Provides extracurricular sport and student activities appropriate to a K-8 school.

Provides leadership/direction to student government, student council activities.

#### Professional Obligations:

Strives to continually improve management and administration skills and abilities.

Keeps aware of educational/personnel treads and developments and employs such information in the school program.

Certificated Job Description TITLE – K-8 Academy Principal (Confidential) Page 4

Maintains professional association memberships and represents the school/District on professional committees.

Works closely and cooperatively as a member of the District Management Team.

#### Authority and Functions:

Under direction of the District Superintendent, is responsible for all assigned school site management and operation functions.

#### Chain of Command:

Reports directly to the District Superintendent. Works collaboratively with Assistant Superintendents and other district program managers.

#### Education/Experience:

Holds a Master's degree or Doctorate from an accredited university.

#### License or Certification:

Holds or is eligible for a clear Administrative Services Credential issued by the California Commission on Teacher Credentialing.

#### Employment Standards:

Dexterity and physical condition to maintain a rigorous work schedule and meet standards of physical and mental health. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions of the position.

## Governing Board Meeting Date: Nov 9, 2023

### Agenda Item:

Memorandum of Understanding with Alliant International University

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

To provide students of Alliant International University Experience through clinical practice at LUSD.

### Fiscal Impact (Cost):

N/A

### **Funding Source:**

N/A

### Addresses Emphasis Goal(s):

	<b>#1:</b> Academic Achievement	<b>#2:</b> Social Emotional	□ #3: Physical Environments	
Re	commended Action:			
	Informational	Denial/Rejection		
	Discussion	Ratification		
X	Approval	Explanation:		
	Adoption			

Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Dr. Rhonda Taylor, Superintendent

Christine Sinatra, Director, HR



## MEMORANDUM OF UNDERSTANDING Between ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA PUBLIC BENEFIT CORPORATION And LAKESIDE UNION ELEMENTARY SCHOOL DISTRICT

Alliant International University, Inc., a California Public Benefit Corporation (the "University"), and Lakeside Union Elementary School District (the "District") agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, "Interns") who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective January 01, 2024 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days' written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

### The University agrees and certifies that:

- 1. Each Candidate shall have passed the Basic Skills Requirement or California Basic Educational Skill Test (CBEST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Student Teaching or Intern services or responsibilities.
- 2. Each Candidate shall possess a Bachelor's Degree, documented by official transcripts with a minimum overall GPA of 2.5. Teacher Credential Interns shall have passed the subject matter requirement.
- 3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 450 hours of verified Practicum Experience and 1200 hours of Culminating Field Experience or Internship, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum Experience and 800 hours of Culminating Field Experience or Internship.
- 4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
- 5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.
- 6. University Supervisors will observe and evaluate Teacher Interns at least three (3) times during an 8-week term and allocate time with each Intern after each visit to discuss the video observation.

- 7. Alliant Personnel will interact with District Support Providers at the beginning of the Candidate's field placement in order to establish roles and duties in order to best support the Candidate.
- 8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
- 9. The University agrees to pay a stipend to School District in the amount of \$175 per 8-week term.
- 10. The University understands that all Student Teacher Candidates, Interns, and PPS Students are required to adhere to all state and local health orders.

### FINGERPRINT

The University shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

A. Require all students and employees of University who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");

B. Prohibit students and employees of University from coming into contact with pupils until the CDOJ has ascertained that the student or employee has not been convicted of a felony as defined in California Education Code Section 45122.1;

C. Certify in writing to the District that neither University nor any of University's employees or students who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and

D. Provide a list of the names of University's students and employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for student and employee changes and shall list students and employees by appropriate school site.

E. The District may require the University and its students who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion

### **TB CLEARANCE**

University certifies that all personnel providing services to students of the District are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students and that such personnel shall provide evidence of freedom from tuberculosis within the past sixty (60) days before starting service at the school site.

### The District agrees and certifies that:

- 1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
- 2. The District and the University, in partnership, will ensure School Counseling candidates meet with their supervisor for one (1) hour of individual or one-and-one half (1.5) hours of small group (limited 8 candidates per group) supervision per week.
- 3. The District and the University, in partnership, will ensure that Site Supervisors for School Counselors meet the following qualifications: (1) Possession of a valid PPS School Counselor Credential (2) Minimum of two (2) years PPS experience as appropriate to the candidate's fieldwork setting. (3) The supervisor is responsible to undergo training in models of supervision, the SCPEs, and program fieldwork requirements and share

responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

- 4. The District and the University, in partnership, will ensure that the Site Supervisors for School Psychologists meet the following qualifications: (1) Possession of a PPS School Psychologist Credential (2) Minimum of three (3) years of experience as professional in the field. (3) Knowledge of context and content appropriate to the practicum experience.
- 5. The Intern's services shall meet the instructional or service needs of the District.
- 6. The District and Student Teacher or Intern agree to provide quality educational experience to their students through synchronous, asynchronous, in-person and / or online/ distance learning environments.
- 7. The District and Student Teacher or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.
- 8. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
- 9. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance of a criminal background check or a photocopy of a California teaching permit, and verification that he or she is free from tuberculosis.
- 10. No Intern shall displace any fully credentialed employee in the District.
- 11. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
- 12. The District and the University, in partnership, must provide support for each Intern.
- 13. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
- 14. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
- 15. The District/School agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice course work.
- 16. District Support Providers will interact with Alliant Personnel at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
- 17. The District Support Provider will observe and evaluate each Intern Teacher at least one time during a term (4 times in an academic year because the candidate is required to complete four 8-week terms of clinical practice over the course of the academic year) and allocate time with each Intern after each visit to discuss the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.
- 18. District Site Support Providers must hold credentials in the same areas as the Interns they support and/or hold an Administrative Services Credential.

- 19. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, 10% of each area of the student population must be comprised of each of the following: ELLs, students with disabilities, and students from a low socio-economic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.
- 20. District Intern Support Providers, and master teachers must have a minimum of three (3) years' teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The District confirms that its Intern Support Providers have been adequately trained in their supervisory roles.
- 21. Should an Intern or Student Teacher subject to this MOU fail to adhere to any of the above expectations, District will work with the University to reach a mutually acceptable outcome. If a mutually acceptable outcome cannot be reached between District and the University, District reserves the right to release any Intern or Student Teacher.

#### **INSURANCE**

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding. Further, University agrees to maintain sexual misconduct liability insurance, at \$2,000,000 for each victim, and \$4,000,000 for each policy year.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance under the District but that the University does maintain worker's compensation insurance for student coverage.

### NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

### MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance under the District but that the University does maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

### **CONFIDENTIALITY**

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

- The District and the University shall not, and shall not permit any of their respective employees, agents or 1. contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.
- 2. As used herein, "Confidential Information" means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party's products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the "Receiving Party") without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the "Disclosing Party") hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.
- 3. The District and the University acknowledge that the University's use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

#### **GENERAL TERMS**

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

- 1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
- 2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
- 3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by email signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled "Non-Discrimination, Harassment, and Retaliation Clause," "Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status," "Confidentiality," and "General Terms" shall survive the termination of this Memorandum of Understanding.

The obligations of the parties to this MOU are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, natural disasters, riots, wars, epidemics, pandemics, or any other similar cause.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

## Alliant International University, Inc.:

Dr. Kristy Pruitt, Dean California School of Education Alliant International University, Inc.

Address:

10455 Pomerado Rd. San Diego, CA 92131

# Lakeside Union Elementary School District:

Lakeside Union Elementary School District

Address: 12335 Woodside Avenue Lakeside, CA 92040

9

Date

Date

### Governing Board Meeting Date: 11/9/23

### Agenda Item:

Personnel Assignment Order 2024-05

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

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

### Fiscal Impact (Cost):

Varies

**Funding Source:** 

General Fund

### Addresses Emphasis Goal(s):

#1: Academic Achievement	□ <b>#2:</b> Social Emotional	#3: Physical Environments
Recommended Action:		
Informational	🗆 Denial	
Discussion	□ Ratification	
<ul> <li>Approval</li> <li>Adoption</li> </ul>	<b>Explanation:</b> Click her	e to enter text.

## Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Dr. Rhonda Taylor, Superintendent

**Christine Sinatra, HR Exec Director** 

## LAKESIDE UNION SCHOOL DISTRICT BOARD OF TRUSTEES MEETING, November 09, 2023 Personnel Assignment Order – 2024-05

### **BACKGROUND:**

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

## **Certificated Staff**

### A. New Hire:

Employee	Assignment/Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
Burd, Nathan	Teacher/TDS	F/9		\$83,905.00	11/01/2023

### B. Change of Status/Location:

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

### C. Waiver:

Employee	Assignment/Location	Reason	Recommendation	Effective Date

### D. Resignation:

Employee	Assignment/Location	Class/Step	Reason	Effective Date
Cooper, Joshua	RSP Teacher/TDS	F/1	Personal	10/25/2023
Olson, Vicki	TDS Teacher/TDS	E/11		10/31/2023

### F. Provisional Internship Permit:

Employee	Assignment/Location	Effective Date	

### G. Consent to Serve:

Employee	Location	Position	Reason	Effective Date
Employee				

### G. Change of Title:

Employee	Location	Position	Reason	Effective Date
Dexheimer, Brooke	DREAM	K-8 Academy	Job Description/Title Revision	11/9/2023
	Academy	Principal		
		(Confidential)		
Green, Tessa	Lindo Park ESD	Principal	Job Description/Title Revision	11/9/2023
		(Confidential)		
Hardiman, Leslie	TDS	Middle School	Job Description/Title Revision	11/9/2023
		Principal		
		(Confidential)		

## **Classified Staff**

### I. New Hire:

Employee	Location	Position/Class/Step	Previous Monthly Salary	New Monthly Salary	Effective Date
Bailey, Anissa	WG	Art & Music IA/13/7	N/A	\$1,596.02	10/16/2023
Kircher, Denise	LMS	CNA/8/7	N/A	\$725.62	11/01/2023
Merrill, Khalielah	LC	CSS/8/3	N/A	\$1,294.55	11/01/2023
Ortega, Alejandro	LMS	CSS/8/1	N/A	\$1,256.82	10/1/2023

### J. Change of Status/Location:

Employee	Location	Position/Class/Step	Previous Monthly Salary	New Monthly Salary	Effective Date
Hayhurst, Amy	DO	School Clerk, 16/7	\$1,140.41	\$1,415.58	11/01/2023
Klein, Susan	LMS	School Library Tech/18/7	\$2,515.64	\$2,833.37	11/01/2023
Pendleton, Megan	LMS	IA-II-SPED	\$1,400.76	\$2,237.00	11/01/2023

### K. Management Position:

Employee	Location	Position/Range/Step	Effective Date

### L. Resignation/Termination:

Employee	Location	Position	Reason	Effective Date
Rust, Heather	LF	Instructional Assist	Health	10/31/2023
Santiago, Lydia	LEAPP	Preschool Assistant	Employment	11/10/2023
Zeferjahn, Christian	LC	CSS	N/A	10/6/2023

M. Rehires:

Employee Name	Location	Position	Effective Date

### N. Return from Leave

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.

### Governing Board Meeting Date: NOVEMBER 9, 2023

### Agenda Item:

COMMERCIAL WARRANT LISTING SHEET – for the period 010/01/2023 – 10/31/2023

### 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):

\$ 1,806,375.47

### **Funding Source:**

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

### Addresses Emphasis Goal(s):

#1: Academic Achievement Recommended Action:	#2: Social Emotional		<b>#3:</b> Physical Environments
Informational	Denial/Rejection		
Discussion	Ratification		
<ul><li>Approval</li><li>Adoption</li></ul>	Explanation: Click here t	:0 e1	nter text.

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Dr. Rhonda Taylor, Superintendent

Lisa Davis, Assistant Superintendent

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

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	015161	PROJECT LEAD THE WAY	10/2/2023	PLTW	94.82
0100	015746	PROJECT LEAD THE WAY	10/18/2023	PLTW	52,457.01
0100	016058	AMERICAN FIDELITY ADMIN. SERVICES, LLC	10/30/2023	ACA Reporting Services	1,294.20
0100	14067747	Fabiola Mendoza benito	10/2/2023	SUBSCRIPTION	99.00
0100	14067748	Ashleigh Jean Wyatt	10/2/2023	SUPPLIES	109.96
0100	14067749	AAA WATER TENDER	10/2/2023	M&O Parts/Supplies	107.03
0100	14067750	ALBERTSONS	10/2/2023	SUPPLIES	113.37
0100	14067751	AMAZON CAPITAL SERVICES, INC.	10/2/2023	SUPPLIES	6,021.44
0100	14067753	ASELTINE SCHOOL	10/2/2023	TUITION	6,710.72
0100	14067754	A-Z BUS SALES INC.	10/2/2023	MOT SUPPLIES	771.76
0100	14067755	CRISP ENTERPRISES, INC./CRISP IMAGING	10/2/2023	PRINTING	379.06
0100	14067757	3 CHORDS/EPIC SPECIAL EDUCATION STAFFING	10/2/2023	SPED SERVICES	10,587.50
0100	14067758	REECE PLUMBING	10/2/2023	MOT SUPPLIES	1,774.70
0100	14067759	LISA FARRIS	10/2/2023	SUPPLIES	94.96
0100	14067760	GRAINGER	10/2/2023	Maintenance Supplies	1,182.97
0100	14067761	LESLIE HARDIMAN	10/2/2023	SUPPLIES	214.50
0100	14067763	CINDY HILLIKER	10/2/2023	CLASSROOM SUPPLIES	41.16
0100	14067765	IMPERIAL SPRINKLER SUPPLY, INC.	10/2/2023	Maintenance Supplies	85.48
0100	14067766	INSTITUTE FOR EFFECTIVE EDUCATION	10/2/2023	SPED SERVICES	13,693.12
0100	14067767	JUPITER ED,INC.	10/2/2023	JUPITER ED FOR UP TO 820 STUDE	2,853.60
0100	14067768	KERRY STRONG	10/2/2023	SUPPLIES	67.00
0100	14067769	LEMON CREST ELEMENTARY PTA	10/2/2023	ADULT SPIRIT T-SHIRTS	75.00
0100	14067770	PEGGY MCKAY	10/2/2023	SUPPLIES	41.99
0100	14067771	MIRIAM MITLICH	10/2/2023	SUPPLIES	28.28
0100	14067772	NEXT DAY PRINTED TEES	10/2/2023	TDS PE Supplies	522.37
0100	14067773	OFFICE DEPOT, INC.	10/2/2023	LMS Lottery Instructional	332.55
0100	14067774	MONICA QUINTAS GRIES	10/2/2023	SUPPLIES	85.91
0100	14067775	LAKESIDE UNION SCHOOL DISTRICT	10/2/2023	REVOLVING CASH	5,510.06
0100	14067777	SCHOOL FACILITY CONSULTANTS	10/2/2023	Modernization Consultant	166.25
0100	14067778	SPECIALIZED EDUCATION OF CALIFORNIA, INC	10/2/2023	SPED SERVICES	4,623.36
0100	14067779	Jacqueline Siragusa	10/2/2023	SUPPLIES	70.59
0100	14067781	ANA STEWART	10/2/2023	SUPPLIES	150.18
0100	14067782	SYCAMORE LANDFILL	10/2/2023	GARBAGE/RECYCLING FEES	89.34
0100	14067783	SERENA TAIT	10/2/2023	SUPPLIES	108.23
0100	14067784	BORDER RECAPPING, LLC	10/2/2023	MOT SUPPLIES	199.54
0100	14067785	TURF STAR	10/2/2023	MOT SUPPLIES	234.16
0100	14067786	VALLEY INDUSTRIAL SPECIALTIES, INC.	10/2/2023	MOT SUPPLIES	1,301.24
0100	14067787	BEVERLY WARFORD	10/2/2023	DESK CHAIR	129.89
0100	14068747	ALBERTSONS	10/5/2023	SUPPLIES	83.22

0100         14068748           0100         14068749           0100         14068753           0100         14068756           0100         14068758           0100         14068758           0100         14068761           0100         14068762           0100         14068766	AMAZON CAPITAL SERVICES, INC. APPLE INC. CRISP ENTERPRISES, INC./CRISP IMAGING EAST PENN MFG CO	10/5/2023 10/5/2023	MOT SUPPLIES	152.96
010014068753010014068756010014068758010014068761010014068762	CRISP ENTERPRISES, INC./CRISP IMAGING			152.96
010014068756010014068758010014068761010014068762	AN OUR STRUCTURE AND AN AND AN AND AN	10/5/2022	TECH	7,000.00
010014068758010014068761010014068762	FAST PENN MEG CO	10/5/2023	PRINTING	2,503.89
0100 14068761 0100 14068762		10/5/2023	MOT SUPPLIES	506.66
0100 14068762	EDCO DISPOSAL CORPORATION	10/5/2023	GARBAGE SERVICE	6,563.29
	FULCRUM MANAGEMENT SOLUTIONS INC.	10/5/2023	ONE-TIME DISCOUNT	19,215.00
0100 14068766	dba FUNbelievable	10/5/2023	FUNBELIEVABLE TK FT	531.00
21000	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	10/5/2023	COPIER LEASE AND COPIES	167.69
0100 14068767	LAKESIDE WATER DISTRICT	10/5/2023	WATER SERVICE	394.31
0100 14068768	LEARNING A - Z	10/5/2023	SPED SERVICES	5,865.47
0100 14068769	LISTEN INNOVATION INC	10/5/2023	1 YEAR SUBSCRIPTION	4,800.00
0100 14068771	RIVERSIDE ASSESSMENTS, LLC	10/5/2023	ASSESSEMENTS	1,739.22
0100 14068773	SMART & FINAL	10/5/2023	SUPPLIES	1,189.82
0100 14068774	SOLIANT HEALTH LLC	10/5/2023	SPED SERVICES	9,032.00
0100 14068775	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/5/2023	SUPPLIES	741.93
0100 14068777	STARFALL EDUCATION	10/5/2023	CLASSROOM MEMBERSHIP	550.00
0100 14068778	LOEWY ENTERPRISES/SUNRISE PRODUCE CO	10/5/2023	PRODUCE GRANT	16,080.63
0100 14068780	T-MOBILE	10/5/2023	District HotSpots	1,610.87
0100 14068781	JEWELL ENTERPRISES SO LLC	10/5/2023	PRINTING	546.13
0100 14068783	WELLS FARGO VENDOR FINANCIAL SERVICES	10/5/2023	COPIER LEASE AND COPIES	249.96
0100 14070451	Karen Louise Saake	10/9/2023	SUPPLY REIMBURSEMENT	25.84
0100 14070452	Jodi Denise Stein	10/9/2023	REIMBURSEMENT	55.02
0100 14070453	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	10/9/2023	22-23 LEADERSHIP SERIES TRAINI	99.00
0100 14070454	AGRICULTURAL PEST CONTROL	10/9/2023	MOT SUPPLIES	730.00
0100 14070456	KELLY BLUM	10/9/2023	REIMBURSEMENT	44.02
0100 14070457	GABRIELLE BOJORQUEZ (WEINBERG)	10/9/2023	INDUCTION	1,000.00
0100 14070458	MARY ELIZABETH BROTHERS	10/9/2023	INDUCTION	1,000.00
0100 14070459	CAMEO PAPER & JANITORIAL	10/9/2023	Custodial Supplies	520.81
0100 14070460	ARIANNA CASAS-LARA	10/9/2023	INDUCTION	1,000.00
0100 14070463	TYANA CULLEN	10/9/2023	INDUCTION	1,000.00
0100 14070464	LISA DEROSIER	10/9/2023	REIMBURESMENT	64.96
0100 14070465	CAL PACIFIC TRUCK CENTER, LLC	10/9/2023	MOT SUPPLIES	159.85
0100 14070466	DION & SONS, INC.	10/9/2023	FUEL CHARGES	4,985.81
0100 14070467	AMANDA ELSON	10/9/2023	REIMBURSEMENT	72.84
0100 14070468	KAREN GALVEZ DAVILLA	10/9/2023	INDUCTION	1,000.00
0100 14070469	DAYNAH HOOPER-ROBLEDO	10/9/2023	INDUCTION	1,000.00
0100 14070470	DAVINEE HUDEN	10/9/2023	SUPPLY REIMBURSEMENT	72.47
0100 14070471	IMPERIAL SPRINKLER SUPPLY, INC.	10/9/2023	Maintenance Supplies	74.35
0100 14070472	EVA JOHNSON	10/9/2023	SUPPLY REIMBURSEMENT	878.01

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14070473	AUDREY LENT	10/9/2023	SUPPLY REIMBURSEMENT	407.56
0100	14070474	CASEY MCNELLEN	10/9/2023	INDUCTION	1,000.00
0100	14070475	MONICA MELLO	10/9/2023	REIMBURSEMENT	73.36
0100	14070476	SYDNEY MOREHOUSE	10/9/2023	INDUCTION	1,000.00
0100	14070477	JERRED MURPHY	10/9/2023	REIMBURSEMENT	743.13
0100	14070478	GINA NUNEZ	10/9/2023	INDUCTION	1,000.00
0100	14070479	OFFICE DEPOT, INC.	10/9/2023	SUPPLIES	66.07
0100	14070480	O'REILLY AUTO PARTS	10/9/2023	MOT SUPPLIES	12.87
0100	14070481	Kelli Leves	10/9/2023	INDUCTION	1,000.00
0100	14070482	ANDREA PRECIADO	10/9/2023	INDUCTION	1,000.00
0100	14070483	MONICA QUINTAS GRIES	10/9/2023	SUPPLY REIMBURSEMENT	1,000.00
0100	14070484	DeAnna Rodriguez	10/9/2023	CONFERENCE	160.87
0100	14070485	SCHOOL SPECIALTY, INC	10/9/2023	CLASSROOM SUPPLIES	608.49
0100	14070487	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/9/2023	SUPPLIES	2,147.14
0100	14070489	RENA TANSON	10/9/2023	INDUCTION	1,000.00
0100	14070490	VALLEY INDUSTRIAL SPECIALTIES, INC.	10/9/2023	MOT SUPPLIES	821.46
0100	14070491	WELLNESS TOGETHER INC.	10/9/2023	SPED SUPPLIES	38,371.02
0100	14070492	ERIKA WOOLSEY	10/9/2023	REIMBURSEMENT	112.66
0100	14070493	ISHUAN WU	10/9/2023	INDUCTION	1,000.00
0100	14071593	Barrett Joseph Braun	10/12/2023	INDUCTION	1,000.00
0100	14071594	AAA WATER TENDER	10/12/2023	MOT SUPPLIES	32.16
0100	14071595	ALLIANCE FOR AFRICAN ASSISTANCE	10/12/2023	Supt Translation Services	208.98
0100	14071596	AMAZON CAPITAL SERVICES, INC.	10/12/2023	SWANSEA WEATHER RESISTANT ENCL	408.35
0100	14071597	AZUMA TECH SYSTEMS INC.	10/12/2023	MOT SERVICES	622.00
0100	14071599	GRISELDA CASTANEDA	10/12/2023	SUPPLY REIMBURSEMENT	76.62
0100	14071600	CINTAS CORPORATION	10/12/2023	UNIFORMS	845.00
0100	14071601	CI SOLUTIONS	10/12/2023	TRANS/SUPPLIES	342.26
0100	14071602	CLARK SECURITY PRODUCTS	10/12/2023	SECURITY	5,172.13
0100	14071603	MICHAEL DAWSON	10/12/2023	SUPPLIES	56.64
0100	14071605	ELIZABETH UPCHURCH	10/12/2023	REIMBURSEMENT	239.00
0100	14071606	DELANEY GARLIN	10/12/2023	INDUCTION	1,000.00
0100	14071607	HAILEY HESS	10/12/2023	OVERAGE CHECK	59.27
0100	14071608	IMPERIAL SPRINKLER SUPPLY, INC.	10/12/2023	Maintenance Supplies	103.86
0100	14071609	JASON JUSTESON	10/12/2023	SUPPLY REIMBURSEMENT	100.87
0100	14071610	KENDALL FLETCHER	10/12/2023	INDUCTION	1,000.00
0100	14071611	AUDREY LENT	10/12/2023	SUPPLY REIMBURSEMENT	628.39
0100	14071612	LEXIA LEARNING SYSTEMS LLC	10/12/2023	POWER UP	1,760.00
0100	14071613	MELISSA MANN	10/12/2023	SUPPLY REIMBURSEMENT	155.96
0100	14071615	NUTRIEN AG SOLUTION	10/12/2023	Maintenance Supplies	1,636.72

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14071616	O'REILLY AUTO PARTS	10/12/2023	Maintenance Supplies	1,423.72
0100	14071618	LAKESIDE UNION SCHOOL DISTRICT	10/12/2023	REVOLVING CASH	13,732.58
0100	14071619	BETH SANFORD	10/12/2023	SUPPLIES	8.90
0100	14071620	SCHOOL SPECIALTY, INC	10/12/2023	CLASSROOM SUPPLIES	1,683.78
0100	14071621	SHIFFLER EQUIPMENT SALES INC	10/12/2023	Maintenance Supplies	277.12
0100	14071622	HANNAH SPRAGUE	10/12/2023	INDUICTION	1,000.00
0100	14071623	TAIRA HOLDEN	10/12/2023	SUPPLIES	74.32
0100	14071624	JEWELL ENTERPRISES SO LLC	10/12/2023	PRINTING	5,601.60
0100	14071625	CHERISE TURNER	10/12/2023	REIMBURSEMENT	279.30
0100	14071627	VALLEY INDUSTRIAL SPECIALTIES, INC.	10/12/2023	Maintenance Supplies	1,207.72
0100	14071628	WAXIE SANITARY SUPPLY	10/12/2023	Custodial Supplies	13,207.30
0100	14071629	RAMONA YAKES	10/12/2023	SUPPLIES	107.43
0100	14073083	Ashleigh Jean Wyatt	10/16/2023	INDUCTION	1,000.00
0100	14073085	ALBERTSONS	10/16/2023	SUPPLIES	74.94
0100	14073086	APPLE INC.	10/16/2023	TECH MISC Apps	1,000.00
0100	14073087	BEVERLY JIMENEZ	10/16/2023	CONFERENCE	248.00
0100	14073088	KELSEY BRANNON	10/16/2023	INDUCTION	1,000.00
0100	14073089	RACHEL CAMARERO	10/16/2023	REIMBURSEMENT	71.22
0100	14073090	CI SOLUTIONS	10/16/2023	ANNUAL SERVICE AGREEMENT FOR I	545.00
0100	14073092	CRISP ENTERPRISES, INC./CRISP IMAGING	10/16/2023	PRINTING	297.23
0100	14073093	DEPARTMENT OF JUSTICE	10/16/2023	HR Fingerprinting	995.00
0100	14073094	TIMOTHY D ARMSTRONG	10/16/2023	100 YR BANNERS	1,206.80
0100	14073095	EDCO DISPOSAL CORPORATION	10/16/2023	GARBAGE SERVICE	68.85
0100	14073096	MICHELLE FURMAN, M.S., P.T	10/16/2023	Physical Therapy Services	4,370.00
0100	14073102	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	10/16/2023	COPIER LEASE AND COPIES	7,184.76
0100	14073104	AUDREY LENT	10/16/2023	CONFERENCE	318.59
0100	14073105	KIM MESSINA	10/16/2023	SUPPLY REIMBURSEMENT	728.25
0100	14073106	MIRIAM ALVAREZ	10/16/2023	INDUCTION	1,000.00
0100	14073107	OFFICE DEPOT, INC.	10/16/2023	SUPPLIES	1,745.12
0100	14073108	DAVIS CONSULTING CORPORATION	10/16/2023	MANAGEMENT SUPPORT PERIOD OF J	1,085.00
0100	14073109	O'REILLY AUTO PARTS	10/16/2023	MOT SUPPLIES	52.22
0100	14073111	RAYNE OF SAN DIEGO	10/16/2023	WATER SERVICE	105.00
0100	14073112	SCHOOL SPECIALTY, INC	10/16/2023	CLASSROOM SUPPLIES	1,270.24
0100	14073113	SAN DIEGO ELITE SPORTZ INC	10/16/2023	FUTURE STUDENT MENTORING PROGR	3,000.00
0100	14073115	SHRED IT	10/16/2023	SHREDDING SERVICES	251.45
0100	14073116	SMART & FINAL	10/16/2023	SUPPLIES	202.91
0100	14073118	JESSICA STROMAN	10/16/2023	INDUCTION	1,000.00
0100	14073119	LOEWY ENTERPRISES/SUNRISE PRODUCE CO	10/16/2023	PRODUCE	1,912.73
0100	14073120	SYCAMORE LANDFILL	10/16/2023	SERVICE	255.59

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14073122	WAXIE SANITARY SUPPLY	10/16/2023	Custodial Supplies	9,277.98
0100	14073123	WELLS FARGO VENDOR FINANCIAL SERVICES	10/16/2023	COPIER LEASE AND COPIES	286.49
0100	14074283	ALBERTSONS	10/19/2023	SUPPLIES	74.87
0100	14074284	AMAZON CAPITAL SERVICES, INC.	10/19/2023	SUPPLIES	16,758.26
0100	14074285	ASCEND SERVICES, INC.	10/19/2023	SPED SERVICES	1,260.00
0100	14074286	AT&T	10/19/2023	PHONE SERVICE	2,719.32
0100	14074288	BLUE COAST CONSULTING	10/19/2023	INSPECTION SERVICES FOR WG SER	880.00
0100	14074293	DION & SONS, INC.	10/19/2023	FUEL CHARGES	4,020.36
0100	14074294	REECE PLUMBING	10/19/2023	Maintenance Supplies	1,424.19
0100	14074296	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	10/19/2023	COPIER LEASE AND COPIES	188.09
0100	14074299	LIANA PITMAN	10/19/2023	SUPPLY REIMBURSEMENT	63.08
0100	14074300	PITNEY BOWES INC.	10/19/2023	MACHINE LEASE	104.94
0100	14074301	SAN DIEGO GAS & ELECTRIC	10/19/2023	GAS AND ELECTRIC	86,556.43
0100	14074303	SCHOOL SPECIALTY, INC	10/19/2023	CLASSROOM SUPPLIES	2,930.20
0100	14074306	JEWELL ENTERPRISES SO LLC	10/19/2023	PRINTING	677.75
0100	14074307	VERIZON WIRELESS	10/19/2023	CELL PHONE	1,664.33
0100	14074308	WELLS FARGO VENDOR FINANCIAL SERVICES	10/19/2023	COPIER LEASE AND COPIES	106.82
0100	14075882	LYNDSEY MARIE BURD	10/23/2023	INDUCTION	1,000.00
0100	14075883	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	10/23/2023	LEGAL FEES	6,224.00
0100	14075884	HANNAH ALAMILLO	10/23/2023	SUPPLY REIMBURSEMENT	38.00
0100	14075885	ALBERTSONS	10/23/2023	SUPPLIES	146.51
0100	14075887	BLUE COAST CONSULTING	10/23/2023	CLIMATEC HVAC UPGRADE PROJECT	4,400.00
0100	14075888	California Dept of Tax and Fee	10/23/2023	Q3 2023 DIESEL TAX	68.00
0100	14075889	California Dept of Tax and Fee	10/23/2023	Q3 SALES AND USE TAX	673.40
0100	14075890	KELLY GILBERT	10/23/2023	SUPPLY REIMBURSEMENT	23.66
0100	14075891	HOME DEPOT CREDIT SERVICES	10/23/2023	SUPPLIES	6,708.89
0100	14075892	ASHLEY KENNEDY	10/23/2023	INDUCTION	1,000.00
0100	14075893	KHEYRSTEN SEUFERER	10/23/2023	INDUCTION	1,000.00
0100	14075894	HOLLY VANCE KING	10/23/2023	INDUCTION	1,000.00
0100	14075895	MISSION FEDERAL CREDIT UNION	10/23/2023	P CARD	9,178.19
0100	14075896	PEACEFUL PLAYGROUNDS INC.	10/23/2023	PEACEFUL PLAYGROUND TRAINING	999.00
0100	14075897	SAN DIEGO GAS & ELECTRIC	10/23/2023	GAS AND ELECTRIC	48,275.38
0100	14075898	SETH HANSON	10/23/2023	INDUCTION	1,000.00
0100	14075900	JEWELL ENTERPRISES SO LLC	10/23/2023	PRINTING	52.80
0100	14075902	WINSOR LEARNING, INC	10/23/2023	SONDAY SYSTEM 1: INSTALLATION	3,255.00
0100	14075903	KERI WUTZKE	10/23/2023	REIMBURSEMENT	63.71
0100	14077057	ALLIANCE FOR AFRICAN ASSISTANCE	10/26/2023	SPED Translation Services	235.66
0100	14077058	ASELTINE SCHOOL	10/26/2023	TUITION	25,073.86
0100	14077059	MIRNA BERNAL	10/26/2023	SUPPLY REIMBURSEMENT	17.99

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14077060	BEST VALUE GLASS	10/26/2023	Maintenance Supplies	290.93
0100	14077062	CROSS COUNTRY STAFFING, INC	10/26/2023	SPED SERVICES	5,208.00
0100	14077063	RON COOK	10/26/2023	SPOTLIGHT VIDEOS	1,850.00
0100	14077064	CORODATA SHREDDING, INC.	10/26/2023	BIN RENTAL AUGUST-DO	39.00
0100	14077065	LEONARD CORREIA	10/26/2023	SUPPLY REIMBURSEMENT	87.15
0100	14077066	CRISP ENTERPRISES, INC./CRISP IMAGING	10/26/2023	PRINTING	757.39
0100	14077067	DANNIS WOLIVER KELLEY	10/26/2023	Charter Legal Fees	800.00
0100	14077068	DATEL SYSTEMS INCORPORATED	10/26/2023	TECH MISC Apps	4,417.25
0100	14077069	CAL PACIFIC TRUCK CENTER, LLC	10/26/2023	TRANS Gen Ed Service/Repair (w	48.70
0100	14077072	3 CHORDS/EPIC SPECIAL EDUCATION STAFFING	10/26/2023	SPED SERVICES	15,097.50
0100	14077073	FUEL EDUCATION, LLC	10/26/2023	LICENSING AND MAINTENANCE	13,500.00
0100	14077074	SHEILA FLOREY	10/26/2023	SUPPLY REIMBURSEMENT	214.86
0100	14077076	LESLIE HARDIMAN	10/26/2023	SUPPLY REIMBURSEMENT	80.39
0100	14077078	IMAGINE LEARNING, INC.	10/26/2023	CURRICULUM	22,710.32
0100	14077079	JENNIFER MARTIGNETTI	10/26/2023	SUPPLY REIMBURSEMENT	123.43
0100	14077080	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	10/26/2023	COPIER LEASE AND COPIES	251.01
0100	14077081	LAKESIDE WATER DISTRICT	10/26/2023	WATER SERVICE	3,840.68
0100	14077082	LEADER SERVICES	10/26/2023	SPED Medi-Cal Reporting	109.47
0100	14077083	LILLIE MYSLO	10/26/2023	INDUCTION	1,000.00
0100	14077084	MATRIX TRUST COMPANY	10/26/2023	SETTLEMENT AGREEMENTS	294,518.72
0100	14077086	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	10/26/2023	EVERYDAY MATH HOMELINKS GRADE	5,640.50
0100	14077087	MARIANA MESNIK	10/26/2023	SPED SERVICES	2,978.65
0100	14077088	MOSYLE CORPORATION	10/26/2023	MOSYLE MANAGER PREMIUM SUBSCRI	18,400.00
0100	14077089	MUSIC THEATRE INTERNATIONAL	10/26/2023	CLASS SUPPLIES	1,526.58
0100	14077090	NATIONAL PETROLEUM INC	10/26/2023	MOT SUPPLIES	1,083.38
0100	14077091	NORTH COUNTY EDUCATIONAL PURCH CONSOR.	10/26/2023	CONSORTIUM MEMBERSHIP DUES 202	400.00
0100	14077092	OFFICE DEPOT, INC.	10/26/2023	SUPPLIES	326.36
0100	14077093	PAR, INC.	10/26/2023	SPED SERVICES	271.59
0100	14077094	PAYTON'S TRUE VALUE HARDWARE	10/26/2023	MOT SUPPLIES	1,253.44
0100	14077095	RADIO WORKS USA, INC.	10/26/2023	SUPPLIES	1,244.51
0100	14077097	ROBOTICS TECHNOLOGIES, INC	10/26/2023	MOT SERVICES	149.07
0100	14077098	MELODEE RUPE	10/26/2023	SPED SERVICES	3,700.00
0100	14077099	BETH SANFORD	10/26/2023	SUPPLY REIMBURSEMENT	60.00
0100	14077100	SCHOOL SERVICES OF CA, INC	10/26/2023	ATTENDANCE ACCOUNTING & INSTRU	275.00
0100	14077101	SCHOOL SPECIALTY, INC	10/26/2023	CLASSROOM SUPPLIES	397.17
0100	14077102	SPECIALIZED EDUCATION OF CALIFORNIA, INC	10/26/2023	SPED SERVICES	3,506.24
0100	14077103	SMART & FINAL: ACCT #398869	10/26/2023	SUPPLIES	237.77
0100	14077104	SMORE	10/26/2023	SUPPORT SERVICES	1,360.00
0100	14077105	SOLIANT HEALTH LLC	10/26/2023	SPED SERVICES	12,856.00

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0100	14077106	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/26/2023	SUPPLIES	1,605.19
0100	14077107	SPARKLETTS	10/26/2023	BOTTLED WATER SERVICE	551.52
0100	14077109	SUNBELT STAFFING	10/26/2023	SPED SERVICES	6,233.00
0100	14077112	TURF STAR	10/26/2023	MOT SUPPLIES	1,349.10
0100	14077113	U.S. BANK EQUIPMENT FINANCE	10/26/2023	COPIER LEASE	156.80
0100	14077114	VERBAL BEHAVIOR ASSOCIATES, INC.	10/26/2023	SPED SERVICES	182.10
0100	14077115	WAXIE SANITARY SUPPLY	10/26/2023	Custodial Supplies	970.50
0100	14077116	WEISSMAN'S	10/26/2023	SHOW CHOIR COSTUMES	1,981.08
0100	14077117	WELLS FARGO VENDOR FINANCIAL SERVICES	10/26/2023	COPIER LEASE AND COPIES	434.20
0100	14077119	WILKINSON HADLEY KING & CO LLP	10/26/2023	PROGRESS BILL 2022-23	17,190.00
0100	14077120	WINTERGARDENS SMOG & TUNE	10/26/2023	VEHICLE SMOG INSPECTION, 2011	49.75
0100	14077121	SEAN YEUNG	10/26/2023	INDUCTION	1,000.00
0100	14078599	CITY OF SAN DIEGO	10/30/2023	AED DEFIBRILLATOR SERVICE LEVE	305.00
0100	14078600	ALLIED REFRIGERATION INC	10/30/2023	MOT SUPPLIES	200.71
0100	14078601	AMAZON CAPITAL SERVICES, INC.	10/30/2023	SUPPLIES	6,895.37
0100	14078602	BEST VALUE GLASS	10/30/2023	Maintenance Supplies	468.71
0100	14078604	TIMOTHY D ARMSTRONG	10/30/2023	PRINTING	1,736.76
0100	14078605	DIXIELINE	10/30/2023	MOT SUPPLIES	157.22
0100	14078606	NO TEARS LEARNING INC.	10/30/2023	SPED SERVICES	368.93
0100	14078607	INSTITUTE FOR EFFECTIVE EDUCATION	10/30/2023	SPED SERVICES	10,346.50
0100	14078608	LAKESIDE WATER DISTRICT	10/30/2023	WATER SERVICE	1,393.83
0100	14078609	KIM MESSINA	10/30/2023	SUPPLY REIMBURSEMENT	379.98
0100	14078611	SAFETY-KLEEN SYSTEMS, INC.	10/30/2023	MOT SERVICES	159.00
0100	14078612	SCHOOL SPECIALTY, INC	10/30/2023	CLASSROOM SUPPLIES	18,840.76
0100	14078613	SCHOOL FACILITY CONSULTANTS	10/30/2023	Modernization Consultant	2,077.50
0100	14078614	SJ VINYL CREATIONS/STEPHANIE JANSEN	10/30/2023	AG SHIRTS	135.00
0100	14078615	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/30/2023	SUPPLIES	605.10
0100	14078616	STS EDUCATION	10/30/2023	TECH	3,254.05
0100	14078617	SYCAMORE LANDFILL	10/30/2023	M&O Services	257.36
0100	14078618	BORDER RECAPPING, LLC	10/30/2023	MOT SUPPLIES	1,210.17
0100	14078619	VALLEY INDUSTRIAL SPECIALTIES, INC.	10/30/2023	MOT SUPPLIES	974.21
0100 TOTAL				GENERAL	1,083,802.46
0800	14074284	AMAZON CAPITAL SERVICES, INC.	10/19/2023	SUPPLIES	1,964.84
0800	14074292	DARIN CURTIS	10/19/2023	SUPPLY REIMBURSEMENT	138.82
0800	14075889	California Dept of Tax and Fee	10/23/2023	Q3 SALES AND USE TAX	0.11
0800 TOTAL				ASB	2,103.77
1200	14067751	AMAZON CAPITAL SERVICES, INC.	10/2/2023	SUPPLIES	1,065.56
1200	14068758	EDCO DISPOSAL CORPORATION	10/5/2023	GARBAGE SERVICE	31.62
1200	14071598	ROBYN BOWMAN	10/12/2023	EQUIPMENT REIMBURSEMENT	1,893.99

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
1200	14071604	EVERYCHILD CA ASSOC LEADERS ADV. EARLY	10/12/2023	FALL TECHNICAL ASSISTANCE 2023	900.00
1200	14073103	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	10/16/2023	COPIER LEASE AND COPIES	27.90
1200	14075889	California Dept of Tax and Fee	10/23/2023	Q3 SALES AND USE TAX	331.32
1200	14075895	MISSION FEDERAL CREDIT UNION	10/23/2023	P CARD	1,102.07
1200	14075897	SAN DIEGO GAS & ELECTRIC	10/23/2023	GAS AND ELECTRIC	758.87
1200	14077056	ALBERTSONS	10/26/2023	SUPPLIES	5.99
1200	14077107	SPARKLETTS	10/26/2023	BOTTLED WATER SERVICE	69.83
1200	14077111	JEWELL ENTERPRISES SO LLC	10/26/2023	PRINTING	243.40
1200 TOTAL				CHILD DEVELOPMENT	6,430.55
1300	14067751	AMAZON CAPITAL SERVICES, INC.	10/2/2023	SUPPLIES	1,165.55
1300	14067756	ECOLAB FOOD SAFETY SPECIALTIES	10/2/2023	SUPPLIES	266.68
1300	14067762	ELAINE HARTWIG	10/2/2023	LUNCH AC COUNT REFUND	35.00
1300	14068751	COUNTY BURNER & MACHINERY CORP	10/5/2023	CN REPAIRS	307.50
1300	14068752	COZZINI BROS, INC	10/5/2023	CN Rental/Repair	43.00
1300	14068754	DASSI FAMILY FARM	10/5/2023	DASSI FAMILY FARM-BLANKET PO	918.00
1300	14068755	DOMINO'S PIZZA	10/5/2023	WEEKLY PIZZA	17,771.70
1300	14068757	ECONOMY RESTAURANT & SUPPLY CO	10/5/2023	CN SUPPPLIES	24,546.10
1300	14068759	FOOD 4 THOUGHT, LLC	10/5/2023	FOOD	1,357.20
1300	14068760	FREEZING POINT LLC	10/5/2023	SNACKS	1,532.00
1300	14068763	GARCIA'S PUEBLA MERCADO	10/5/2023	FOOS	940.00
1300	14068764	IMPERIAL DADE	10/5/2023	CN SUPPLIES	5,059.11
1300	14068765	K GRAPHICS POSTERS	10/5/2023	CN Services	460.00
1300	14068766	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	10/5/2023	COPIER LEASE AND COPIES	3.43
1300	14068770	INDIVIDUAL FOODSERVICE	10/5/2023	CN Supplies	1,004.35
1300	14068782	WEBB'S RV SUPPLY	10/5/2023	CN OIl	27.65
1300	14070466	DION & SONS, INC.	10/9/2023	CN Fuel Charges	570.03
1300	14070488	SYSCO FOODS SERVICES	10/9/2023	CN Broadline	1,344.91
1300	14071600	CINTAS CORPORATION	10/12/2023	CN Services	147.48
1300	14073084	4IMPRINT, INC.	10/16/2023	PRINTING	1,252.63
1300	14073097	GOLD STAR FOODS INC	10/16/2023	FOOD SUPPLIES	44,695.20
1300	14073100	GROSSMONT UNION HIGH SCHOOL DISTRICT	10/16/2023	JULY AND AUGUST VENDED MEALS	63,037.50
1300	14073101	HOLLANDIA DAIRY	10/16/2023	MILK	27,436.06
1300	14073103	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	10/16/2023	COPIER LEASE AND COPIES	21.53
1300	14073110	PREFERRED PACKAGING	10/16/2023	LIDDING FILM	3,239.67
1300	14073114	HEATHER SHEKELL	10/16/2023	MEAL ACCOUNT REFUND	50.00
1300	14073121	SYSCO FOODS SERVICES	10/16/2023	CN Broadline	763.58
1300	14073124	CHRISTINA WILLIAMS	10/16/2023	MEAL ACCOUNT REFUND	20.00
1300	14074286	AT&T	10/19/2023	PHONE SERVICE	18.34
1300	14074293	DION & SONS, INC.	10/19/2023	CN Fuel Charges	461.94

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
1300	14074307	VERIZON WIRELESS	10/19/2023	CELL PHONE	50.92
1300	14075889	California Dept of Tax and Fee	10/23/2023	Q3 SALES AND USE TAX	8.76
1300	14075895	MISSION FEDERAL CREDIT UNION	10/23/2023	P CARD	227.45
1300	14075899	TEMPERATURE DESIGN REFRIGERATION	10/23/2023	REPAIRS	408.00
1300	14077061	CALIF DEPT OF EDUCATION	10/26/2023	CN Broadline	1,868.10
1300	14077068	DATEL SYSTEMS INCORPORATED	10/26/2023	DOCKING STATION	2,011.00
1300	14077070	ECOLAB FOOD SAFETY SPECIALTIES	10/26/2023	CN Supplies	97.18
1300	14077071	ECONOMY RESTAURANT & SUPPLY CO	10/26/2023	CN EQUIPMENT	972.14
1300	14077075	GOLD STAR FOODS INC	10/26/2023	FOOD	2,976.49
1300	14077080	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	10/26/2023	COPIER LEASE AND COPIES	3.43
1300	14077094	PAYTON'S TRUE VALUE HARDWARE	10/26/2023	CN Supplies	7.91
1300	14077103	SMART & FINAL: ACCT #398869	10/26/2023	CN Supplies	50.00
1300	14077107	SPARKLETTS	10/26/2023	BOTTLED WATER SERVICE	34.93
1300	14077110	SYSCO FOODS SERVICES	10/26/2023	CN Broadline	1,426.38
1300	14077118	MICHELLE WELSH	10/26/2023	MEAL ACCOUNT REFUND	8.20
1300 TOTAL				CHILD NUTRITION	208,647.03
2139	14073091	CLIMATEC, INC.	10/16/2023	BOND (Solar/Kitchen)	173,848.92
2139	14074305	TELACU CONSTRUCTION MANAGEMENT, INC	10/19/2023	CONSTRUCTION MANAGEMENT SERVIC	26,536.00
2139	14075886	ALPHA STUDIO DESIGN GROUP	10/23/2023	LP MPR Architect Final	2,463.75
2139	14075889	California Dept of Tax and Fee	10/23/2023	Q3 SALES AND USE TAX	0.02
2139	14078603	DATEL SYSTEMS INCORPORATED	10/30/2023	EQUIPMENT	26,778.88
2139 TOTAL				BOND	229,627.57
2519	015397	PACIFIC MOBILE STRUCTURES, INC.	10/10/2023	Trailer Rental	891.10
2519	14067775	LAKESIDE UNION SCHOOL DISTRICT	10/2/2023	REVOLVING CASH	4,635.79
2519	14074298	NATIONAL CONSTRUCTION RENTALS, INC.	10/19/2023	2 Station Restroom Trailer Ren	2,015.50
2519 TOTAL				BOND	7,542.39
4000	14073091	CLIMATEC, INC.	10/16/2023	Finance	173,339.60
4000 TOTAL				SPECIAL RESERVE FUND/PROJECTS	173,339.60
6200	14067776	SCHOOL SPECIALTY, INC	10/2/2023	CLASSROOM SUPPLIES	2,686.67
6200	14067780	SOUTHERN CAL TELECOM, INC	10/2/2023	EQUIPMENT	21,831.78
6200	14068748	AMAZON CAPITAL SERVICES, INC.	10/5/2023	BICS AMAZON	(13.89)
6200	14068776	SPECIALIZED THERAPY SERVICES	10/5/2023	SPED SERVICES	2,587.50
6200	14071596	AMAZON CAPITAL SERVICES, INC.	10/12/2023	BICS AMAZON	2,106.92
6200	14071626	U.S. BANK CORPORATE PYMT SYS	10/12/2023	BICS CREDIT CARD	6,252.36
6200	14073117	SPECIALIZED THERAPY SERVICES	10/16/2023	BICS SPED	10,792.75
6200	14074289	Barona Band of Mission Indians	10/19/2023	FUEL	219.08
6200	14074297	MEET THE MASTERS, INC.	10/19/2023	CURRICULUM	12,025.56
6200	14075889	California Dept of Tax and Fee	10/23/2023	Q3 SALES AND USE TAX	26.16
6200	14077108	SPECIALIZED THERAPY SERVICES	10/26/2023	SPED SERVICES	9,001.43

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amo	ount Charged to Fund
6200 TOTAL				BARONA CHARTER		67,516.32
6201	14067764	DIANE HUFF	10/2/2023	SUPPLIES		80.34
6201	14068750	BLICK ART MATERIALS	10/5/2023	RVCS 2023/24 ART SUPPLIES		47.11
6201	14068758	EDCO DISPOSAL CORPORATION	10/5/2023	GARBAGE SERVOCE		237.35
6201	14068772	SCHOOL HEALTH CORP.	10/5/2023	SUPPLIES		674.49
6201	14068775	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/5/2023	RVCS 2023/24 OFFICE SUPPLIES		486.35
6201	14070455	AZUMA TECH SYSTEMS INC.	10/9/2023	TESTED ALL FIRE ALARM SYSTEMS		600.00
6201	14070461	CIF STATE OFFICE	10/9/2023	STATE DUES		155.76
6201	14070462	RON COOK	10/9/2023	SCRIPT WRITING STORY DEVELOPME		700.00
6201	14070486	SHRED IT	10/9/2023	SHREDDING SERVICES		823.87
6201	14070487	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/9/2023	RVCS 2023/24 OFFICE SUPPLIES		622.87
6201	14070494	XEROX FINANCIAL SERVICES, LLC	10/9/2023	COPIER LEASE		1,549.00
6201	14074286	AT&T	10/19/2023	PHONE SERVICE		94.31
6201	14074287	AZUMA TECH SYSTEMS INC.	10/19/2023	MATERIALS NOTIFIER,		290.00
6201	14074290	BRIGHAM YOUNG UNIVERSITY	10/19/2023	RVCS FEES		4,040.00
6201	14074291	CALIFORNIA COAST CREDIT UNION	10/19/2023	CREDIT CARD		4,346.87
6201	14074295	FRONTIER CONFERENCE ATHLETIC ASSOCIATION	10/19/2023	CONFERENCE DUES		950.00
6201	14074302	SCHOOL HEALTH CORP.	10/19/2023	AED ADULT PADS		94.81
6201	14074304	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/19/2023	OFFICE SUPPLIES		79.68
6201	14075881	Richard Neal Benzing	10/23/2023	SUPPLY REIMBURSEMENT		287.19
6201	14075889	California Dept of Tax and Fee	10/23/2023	Q3 SALES AND USE TAX		7.23
6201	14075891	HOME DEPOT CREDIT SERVICES	10/23/2023	SUPPLIES		296.67
6201	14075897	SAN DIEGO GAS & ELECTRIC	10/23/2023	GAS AND ELECTRIC		7,670.43
6201	14075901	WAXIE SANITARY SUPPLY	10/23/2023	CLEANING SUPPLIES		234.63
6201	14075904	YOUNG, MINNEY & CORR LLP	10/23/2023	RVCS/Legal Services		997.50
6201	14077077	STEPHEN HUNSBERGER	10/26/2023	SUPPLY REIMBURSMENT		124.78
6201	14077096	STEVEN RIDDLE	10/26/2023	SUPPLY REIMBURSEMENT		32.58
6201	14077107	SPARKLETTS	10/26/2023	RVCS Water Service		291.96
6201	14078610	MIKE FARMER ENTERTAINMENT	10/30/2023	SOUND GEAR FOR RVCS GRADUATION		350.00
6201	14078620	WILKINSON HADLEY KING & CO LLP	10/30/2023	PREP 2021 TAX RETURNS		1,200.00
6201 TOTAL				RIVER VALLEY CHARTER		27,365.78
				GRAND TOTAL	\$	1,806,375.47

Governing Board Meeting Date: November 9, 2023

### Agenda Item:

**REVOLVING CASH FUND REGISTER** 

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

LISTING OF ALL TRANSACTIONS (PAYROLL MISCELLANEOUS, DEVELOPER'S FEES, ETC) FOR THE MONTH PRIOR TO BOARD MEETING

Fiscal Impact (Cost):

\$	1	8,	1	13	3.	3	5
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**Funding Source:** 

GENERAL FUND, DONATION ACCOUNTS, ETC.

### Addresses Emphasis Goal(s):

#2: Social Emotional	#3: Physical Environments
Denial/Rejection Ratification Furthermodeling	to enter text
	to enter text.
	Denial/Rejection

□ Adoption

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Dr. Rhonda Taylor, Superintendent

Lisa Davis, Assistant Superintendent

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

### LAKESIDE UNION SCHOOL DISTRICT RCF 2324-0004 & 0005

#	Date	Ck#	Name	Memo/Description	Che	ek Amount
RCF 2324-0004	9/29/2023	40295	Jacob Waller	September payroll was delayed	16 - N	3,135.80
RCF 2324-0004	10/3/2023	40296	Jessica Escoto	Sept 2023 payroll didn't process		1,300.00
RCF 2324-0004	10/4/2023	40297	Janette Ridgels	Sept 2023 Pink Sheet Error		3,448.69
RCF 2324-0004	10/5/2023	40298	Lisa Brown	Sub pay in Aug did not process		127.21
RCF 2324-0004	10/5/2023	20299	Leah Celeste	Sept direct deposit was returned		142.30
RCF 2324-0004	10/6/2023	40300	Therese Martin	Aug-Sept 2023 retro for credential release		2,467.69
RCF 2324-0004	10/6/2023	40301	Natalee Hycz	Aug payroll did not process		860.89
RCF 2324-0004	10/9/2023	40302	OMA'S	10/10/23 Field Trip - WG		2,250.00
RCF 2324-0005	10/10/2023	40303	Mireya Miner	Sept 2023 RVCS Stipend		812.28
RCF 2324-0005	10/10/2023	40304	Sean Connors	Sept 2023 RVCS Stipend		812.28
RCF 2324-0005	10/16/2023	40305	Jean Cunningham-Garcia	Sept Payroll was lost in the mail		2,756.21
and the second second					\$	18,113.35

### Governing Board Meeting Date: November 9, 2023

### Agenda Item:

Ratification of Purchase Orders and Change Orders Listing (October 1, to October 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 October 1 through October 31, 2023 is attached.

### Fiscal Impact (Cost):

\$782,854.45

### Funding Source:

General Fund Total: \$716,721.98 Student Body ASB Total: \$0.00, Child Development Total: 243.40 Child Nutrition Total: \$63,425.32 Bond Fund Total: \$2,463.75

### Addresses Emphasis Goal(s):

	<b>#1:</b> Academic Achievement		#2: Social Emotional	#3: Physical Environments
Re	commended Action:			
	Informational		Denial/Rejection	
	Discussion	$\boxtimes$	Ratification	
	Approval		Explanation: Click here t	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 \_\_\_\_\_

OCT 2023 PURCHASE ORDERS

PO Number		PO Ref	Fund	A DATE OF A	Total by Accou
000009812	SMORE	SMORE TEAM ACCOUNT - STARTER (		Riverview	1,360.
000009813	SAN DIEGO ELITE SPORTZ INC	FUTURE STUDENT MENTORING PROGR		Tierra Del Sol	3,000.
000009814	WELLNESS TOGETHER INC.	Summer Hours		Special Education	38,371.
000009815	LEARNING PLUS ASSOCIATES	"23LK KINDERGARTEN - ELA - STA		Riverview	5,109.
000009815	LEARNING PLUS ASSOCIATES	"23LK KINDERGARTEN - ELA - STA		Winter Gardens	2,370
000009817	AMPLIFY EDUCATION, INC.	SCIENCE TRANSITIONAL K & 4th G		Education Services	5,440.
000009819	MCGRAW-HILL	READING WONDERS CALIFORNIA REA		Education Services	2,428
000009821	JASON MALETIC	INSPECTION SERVICES FOR WG SER		Maintenance & Operations	5,280.
000009825	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	LEADERSHIP SERIES SESSION 6		Pupil Services	99.
000009826	AMAZON CAPITAL SERVICES, INC.	RV - 2023/24 PROP 28 ARTS		Riverview	10,249.
000009827	ARTS ATTACK	ARTS ATTACK CURRICULUM K-5TH		Lakeside Farms	3,780.
000009828	WOODWIND & BRASSWIND	LMS -INTRUMENTS QUOTE EJ092929		Lakeside Middle School	1,955.
000009829	dba ALL FOUR STRINGS	LMS - INSTRUMENTS EST #1174		Lakeside Middle School	-200.
000009829	dba ALL FOUR STRINGS	LMS - INSTRUMENTS EST #1174		Lakeside Middle School	1,213.
000009830	AMAZON CAPITAL SERVICES, INC.	LEAPP - MAYAKOBA STOOLS		Special Education	575.
000009831	RADIO WORKS USA, INC.	LC - WALKIE TALKIES		Lemon Crest	1,244.
000009832	MCGRAW-HILL	LP - A-E VOCABULARY LEVEL C &	0100	Special Education	2,318.
000009833	CORODATA SHREDDING, INC.	BIN RENTAL AUGUST-DO	0100	Business Services	39.
000009834	DATEL SYSTEMS INCORPORATED	LMS Fiber Splice August 2023	0100	Technology	2,860.
000009835	CITY OF SAN DIEGO	AED DEFIBRILLATOR SERVICE LEVE	0100	Health Services	328.
000009837	SAN DIEGO COUNTY OFFICE OF ED	STUDENT RECORDS, CUSTODY, AND	0100	Pupil Services	140.
000009838	E3 DIAGNOSTICS, INC	AUDIOMETER CALLIBRATION AND RE	0100	Health Services	664.
000009840	SCHOOL SERVICES OF CA, INC	ATTENDANCE ACCOUNTING & INSTRU	0100	Business Services	275
	SCHOOL SERVICES OF CA, INC	GOVERNOR'S BUDGET WORKSHOP, LI	0100	Business Services	650
000009842	LCS - TRAINING	CALPADS/SEIS Training	0100	Special Education	7,700
000009843	AMAZON CAPITAL SERVICES, INC.	SUNCREAT 2-IN-1 HAMMOCKS HAMMO	0100	Special Education	139
000009844	MELODEE RUPE	7/1/23-12/31-23 CATEGORY 1, ER	0100	Business Services	3,700
000009845	BMX FREESTYLERS	2 SCHOOL ASSEMBLIESASSEMBLY DA	0100	Riverview	1,897
000009847	RIVERSIDE INSIGHTS	BATERIA IV PRUEBAS DE APROVECH	0100	Special Education	1,488
	MOSYLE CORPORATION	MOSYLE MANAGER PREMIUM SUBSCRI	0100	Technology	18,400
000009850	WINTERGARDENS SMOG & TUNE	VEHICLE SMOG INSPECTION, 2011	0100	Technology	49
	NO TEARS LEARNING INC.	LF - STUDENT EDITION HANDWRITI	0100	Lakeside Farms	1,055
	SCHOOL INNOVATIONS & ACHIEVEMENT	ADDENDUM TO ATTENDANCE2ATTENDA	0100	Pupil Services	15,100
	PARENT INSTITUTE FOR QUALITY EDUCATION	MOU FOR PIQE FALL 2023	0100	Pupil Services	12,500
	LEXIA LEARNING SYSTEMS LLC	TDS - LEXIA POWER UP/ENGLISH S	0100	Tierra Del Sol	3,918
	JOE L. FULCHER dba Inclusive Leadership	LC Admin Support 2023-24	0100	Special Education	5,000
	THOMSON WEST/WEST PUBLISHING CORP.	CA VEHICLE CODE, 2024 ED.	0100	Transportation	145
	NCS PEARSON, INC	ABAS-3 ADULT FORM QTY 25 (PRI	0100	Psychology Services	3,353
	NORTH COUNTY EDUCATIONAL PURCH CONSOR.	CONSORTIUM MEMBERSHIP DUES 202	0100	Business Services	400
	STS EDUCATION	MISC. NETWORK COMPONENT-ATLASI	0100	Technology	6,508
	NO TEARS LEARNING INC.	LEARN W/O TEARS SP BOOKLETS	0100	Winter Gardens	354
	SAN DIEGO COUNTY OFFICE OF ED	COMMAND SYSTEM TRAINING ZOOM 1	0100	Tierra Del Sol	60
	WILKINSON HADLEY KING & CO LLP	PROGRESS BILL 2022-23 SCHOOL D	0100	Business Services	17,190
	SJ VINYL CREATIONS/STEPHANIE JANSEN	AG SHIRTS	0100	Lakeside Middle School	135
	PROFESSIONAL TUTORS OF AMERICA, INC.	PROFESSIONAL TUTORS OF AMERICA	0100	Special Education	3,327
	APPLE INC.	LMS THEATRE COMPUTER	0100	Lakeside Middle School	2,115
	RACHEL'S CHALLENGE	LMS ASSEMBLY		Lakeside Middle School	3,600
	CHAURI STRAIT-CORBRAY	CHAURI STRAIT-CORBRAY - PARENT		Special Education	131
	dba ALL FOUR STRINGS	INSTRUMENT REPAIRS		Lakeside Middle School	1,202
	PADLET/WALLWISHER, INC.	TDS - PADLET BACKPACK GOLD		Tierra Del Sol	2,000
	WINTERGARDENS SMOG & TUNE	SMOG VEHICLE 202,204,205,207		Maintenance & Operations	199
	SPECIALIZED THERAPY SERVICES	2023-24 PT/AT Services		Special Education	10,000
	SPECIALIZED THERAPT SERVICES	LULJ-LT I I/AI DELVICES	0100	operat baavation	,000
	WELLNESS TOGETHER INC.	2023-24 Mental Health Services	0100	Pupil Services	421,158

					S	-
0000009824	JEWELL ENTERPRISES SO LLC	CUME FOLDERS FOR LEAPP	1200	LEAPP		243.40
					S	243.40
0000009810	ECONOMY RESTAURANT & SUPPLY CO	CN - FOOD STORAGE CONTAINER CA	1300	Child Nutrition	\$	8,120.23
0000009811	PREFERRED PACKAGING	CN - SCHOOL LUNCH TRAYS	1300	Child Nutrition	\$	3,206.20
		#4 DISHER	1300	Child Nutrition	S	52,098.89
					\$	63,425.32
0000009857	ALPHA STUDIO DESIGN GROUP	LP MPR Architect Final	2139	Business Services		2463.75
					\$	2,463.75

#### TOTAL PURCHASE ORDERS \$ 698,515.59

1

TOTAL (01) GENERAL FUND PO's	632,383.12
TOTAL (08) ASB FUND PO's	0.00
TOTAL (12) CHILD DEVELOPMENT FUND PO's	243.40
TOTAL (13) CHILD NUTRITION FUND PO's	63,425.32
TOTAL (21) GENERAL FUND PO's	2,463.75

OCT 2023 CHANGE ORDERS

PO No. Supplier	PO Ref	Fund Site/Dept	Total
9234 AMAZON CAPITAL SERVICES, IN	LF - ART SUPPLIES	0100 LF	7,000.00
9461 VALLEY INDUSTRIAL SPECIALT	S, INC C/O PO 9461 INCREASE VALLEY INDU	STRIAL 0100 M&O	6,000.00
9234 AMAZON CAPITAL SERVICES, IN	C/O PO 9234 SDC SUPPLIES	0100 SPED	500.00
	C/O PO 9822 WRONG ITEM SENT - INCL	REASE FOR	
9822 AMAZON CAPITAL SERVICES, IN	CORRECT ITEM	0100 SPED	206.39
9357 KIRK'S RADIATOR	C/O PO 9357 KIRK'S	0100 M&O	500.00
9250 AMAZON CAPITAL SERVICES, IN	C/O PO 9250 AMAZON	0100 M&O	2,000.00
9460 AMAZON CAPITAL SERVICES, IN	C/O PO 9460 TURF STAR	0100 M&O	2,000.00
			\$ 18,206.39

\$ -

TOTAL CHANGE ORDERS \$	18,206.39
------------------------	-----------

TOTAL (01) GENERAL FUND CO's	18,206.39
TOTAL (08) ASB FUND CO's	0.00
TOTAL (12) CHILD DEVELOPMENT FUND CO's	0.00

TAL (12) CHILD DEVELOPMENT FUND CO'S TOTAL (13) CHILD NUTRTION FUND CO'S TOTAL (21) BOND FUND CO'S 0.00 0.00

### Governing Board Meeting Date: November 9, 2023

### Agenda Item:

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

### Fiscal Impact (Cost):

\$10,507.71

### **Funding Source:**

General Fund Total: \$9,178.19, Child Development Fund Total: \$1,102.07, Child Nutrition: \$227.45

### Addresses Emphasis Goal(s):

#1: Academic Achievement	#2: Social Emotional	#3: Physical Environments
<b>Recommended Action:</b>		
<ul> <li>Informational</li> <li>Discussion</li> <li>Approval</li> </ul>	<ul> <li>Denial/Rejection</li> <li>Ratification</li> <li>Explanation: Click here</li> </ul>	to enter text
□ Adoption		o enter text.

### Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Ruis

Lisa Davis, Assistant Superintendent

Dr. Rhonda Taylor, Superintendent

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

ACCOUNT NAME	POSTING DATE	TRANSACTION AMOUNT	VENDOR	FUND	DESCRIPTION
BEISIGL, BRIAN	09/13/2023		LIFORNIA IT IN E	0100	CITE REGISTRATION FOR B. BEISIGL AND A. NEWMARK CONFERENCE
BEISIGL, BRIAN	09/03/2023		ON WEB SERVICES	0100	WEB CLOUD HOSTING
CLARK, DANIELLE	09/13/2023	197.62 HILTO		0100	HOLD ON P-CARD
CLARK, DANIELLE	09/03/2023		SOC S* REGFCZP4CF	0100	MELINA SUAREZ - CASP
COX,GRACE	09/20/2023		ELIEVABLE PLAY	0100	ADMISSION - DEPOSIT FOR FIELD TRIP
COX,GRACE	09/19/2023		A* 103913-6359921	0100	CREATE/DESIGN PROMOTIONAL FLYERS FOR THE SCHOOL
COX,GRACE	09/19/2023	119.4 CANV 119 MAILT		0100	A WAY TO TACK IF YOUR EMAIL HAS BEEN SEEN
COX,GRACE	09/14/2023		AL *ARCH PAYPAL	0100	ARCH CHINESE 2 YEAR PREMIUM MEMBERSHIP
COX,GRACE	09/11/2023		OINTOFMAIL COM	0100	EMAIL TRACKER PROGRAM
COX,GRACE	09/06/2023	247.38 SP PIP		0100	THIS TOOL IS DESIGNED FOR SCHOOL PRESENTATIONS AND STAFF MEETINGS
COX,GRACE	09/03/2023		IMEREDITH.COM	0100	STELLAR SCHOOL-WIDE NEWS: FROM START TO FINISH VIRTUALWORKSHOP
HARDIMAN, LESLIE	09/03/2023		HERSPAYTEACHERS.CO	0100	CLASS CONNECTIONS
HARDIMAN, LESLIE	09/14/2023	548.35 MATB		0100	ART SUPPLIES
HARDIMAN, LESLIE	09/12/2023		ER DRAMA SERVICE	0100	DRAMA SCRIPTS
HARDIMAN,LESLIE	09/03/2023		TICS EDUCATION & C	0100	VEX FALL TOURNAMENT
HARDIMAN,LESLIE	09/03/2023		TICS EDUCATION & C	0100	VEX FALL TOURNAMENT VEX ANNUAL TOURNAMENT
MULL,STEVE	09/03/2023		LEDUCATIONAL SERV	0100	FFA JUDGING
			L EDUCATIONAL SERV	0100	FFA JUDGING MATERIALS
MULL,STEVE	09/28/2023 09/27/2023	32.9 EWEL 96 OUIZI		0100	MATH PROGRAM
MULL,STEVE	09/27/2023		DNAL FFA ORGANIZAT	0100	FFA JACKETS
MULL,STEVE			MAN'S THEATRICAL	0100	SC COSTUMES
MULL,STEVE	09/13/2023			0100	PE LOCKS
MULL,STEVE	09/06/2023	1484.19 TAYLO			
MULL,STEVE	09/03/2023		OME DEPOT #0673	0100	DANCE FLOOR SUPPLIESS
MURPHY, JERRED C	09/22/2023	50 LIVING		0100	WATER REFILLS FOR CENTER
MURPHY, JERRED C	09/17/2023	51.12 SAMS		0100	BACON FOR COOKING CLUB ACTIVITY
MURPHY, JERRED C	09/07/2023		T AND FINAL 930	0100	MISC SUPPLIES FOR COOKING CLUB
MURPHY, JERRED C	09/03/2023	217.41 SAMS		0100	VARIOUS SNACK AND STUDENT STORE ITEMS
ORAHOOD, SAMANTHA			PO 0541460040	0100	CLIMATEC RECORD REQUEST CERTIFIED MAIL
OWENS, TODD	09/10/2023		ERGARDENS AUTO UPH	0100	REPAIR VACUUM BAGS
ROSA,JIM	09/27/2023		HERSPAYTEACHERS.CO	0100	TEACHERS PAY TEACHERS LITERACY PHONICS LESSONS FOR WINN - 2ND GRADE
ROSA,JIM	09/26/2023		PE SQUAD STORE	0100	HOPE SQUAD STORE - WRISTBANDS/LANYARDS - EMOTIONAL WELLNESS ON CAMPUS
ROSA,JIM	09/03/2023		RODUCTION TO CH	0100	REGISTRATION FOR CHARACTER COUNTS CONFERENCE - COUNSELOR, MRS. WINTER
TAYLOR, RHONDA L	09/28/2023		IWEST AIRLINES	0100	AIRFARE TO CSBA CONFERENCE IN SAN FRANCISCO FOR A HAYES
FAYLOR, RHONDA L	09/28/2023		IWEST AIRLINES	0100	AIRFARE TO CSBA CONFERENCE IN SAN FRANCISCO FOR R TAYLOR
TAYLOR, RHONDA L	09/28/2023		HWEST AIRLINES	0100	AIRFARE TO CSBA CONFERENCE IN SAN FRANCISCO FOR A ELLENSON
TAYLOR, RHONDA L	09/28/2023		IWEST AIRLINES	0100	AIRFARE TO CSBA CONFERENCE IN SAN FRANCISCO FOR L HOEFER MOIR
BOWMAN,ROBYN	09/24/2023	10.76 OTC B		1200	THUMBPRINT PUMPKIN PATCH CRAFT KIT
BOWMAN,ROBYN	09/19/2023	17.69 DOLL/		1200	MISC HALLOWEEN SUPPLIES
BOWMAN,ROBYN	09/19/2023	67.54 DOLLA		1200	SEASONAL PROJECTS AND SUPPLIES
BOWMAN,ROBYN	09/14/2023	238.52 SAMS		1200	MISC PROGRAM SUPPLIES FORR SNACK, SAFETY, PAPER GOODS, ETC
BOWMAN,ROBYN	09/13/2023		AN EARLY LEARNING	1200	STEM BUILDING PROJECTS SUPPLIES CHARGE 2 OF 2 FROM THE RECEIPT
BOWMAN,ROBYN	09/11/2023		AN EARLY LEARNING	1200	STEM BUILDING SUPPLIES CHARGE 1 OF 2 FROM THE RECEIPT
BOWMAN,ROBYN	09/03/2023		T AND FINAL 930	1200	MISC SNACK SUPPLIES FOR PORGRAM
BOWMAN,ROBYN	09/01/2023		E DEPOT #814	1200	PAPER SUPPLIES
BOWMAN,ROBYN	09/01/2023		DISCOUNT GENERAL S	1200	CLEANING SUPPLIES
BOWMAN,ROBYN	09/01/2023		DISCOUNT GENERAL S	1200	SUMMER GARDEN SUPPLIES
SUMMERS, KRISTIE	09/17/2023		IART.COM 8009666546	1300	CARBAGE CAN
SUMMERS, KRISTIE	09/17/2023		ERY OUTLET OF LA	1300	SPECVIAL DIETS
SUMMERS, KRISTIE	09/14/2023	120 EB 5TI	HANNUAL STATE O	1300	HUNGER CONFERENCE JEN & KRISTIE

### Governing Board Meeting Date: 11/9/23

### **Agenda Item:**

Resolution for Chief Negotiator for AALS

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

Adoption of Resolution No. 2024-08, designating the Assistant Superintendent Lisa Davis and Executive Director, Human Resources be the chief negotiators and designated representatives in negotiations with the Administrators Association Lakeside Schools (AALS) for the 2023-24 school year, along with Assistant Superintendent Education Services who also shall be on the negotiating team on behalf of the Governing Board.

Fiscal Impact (Cost):	
N/A	
Funding Source:	
N/A	
Recommended Action:	
Informational     Discussion	<ul> <li>Denial</li> <li>Ratification</li> </ul>
<ul> <li>Discussion</li> <li>Approval</li> <li>Adoption</li> </ul>	<ul> <li>Explanation: Click here to enter text.</li> </ul>

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Lisa DeRosier, Executive Assistant

perintendent Dr. Rhonda Taylo

### **RESOLUTION 2024-08**

Resolved that the Governing Board of the Lakeside Union School District hereby designates Lisa Davis, Assistant Superintendent, Business Services and Christine Sinatra, Executive Director, Human Resources to be its chief negotiators and designated representatives in negotiations with the Administrators Association Lakeside Schools ("AALS").

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

Resolved that Assistant Superintendent Davis and Executive Director Sinatra shall be the only individuals who have the authority on behalf of the Governing Board to negotiate with AALS, and the only individuals who have authority to make proposals and counter-proposals and to enter into tentative agreements.

Resolved that Assistant Superintendent, Education Services also shall be on the negotiating team on behalf of the Governing Board.

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

DATE APPROVED BY THE GOVERNING BOARD: November 9, 2023

Secretary to the Governing Board

### Governing Board Meeting Date: 11/9/23

### Agenda Item:

Resolution for Chief Negotiator for CSEA

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

Adoption of Resolution No. 2024-09, designating Lisa Davis, Assistant Superintendent, as the chief negotiator with the California School Employees Association and its Chapter 240, as well as the Executive Director of Human Resources; Director of Maintenance, Operations and Transportation; Lindo Park Principal; and DREAM Academy Principal.

### Fiscal Impact (Cost):

N/A

### Funding Source:

N/A

### **Recommended Action:**

Informational

### Denial

- Discussion
- 🗆 Approval
- Adoption

- Ratification
- **Explanation:** Click here to enter text.
- Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Dr. Rhonda Taylor, Superintendent

Lisa DeRosier, Executive Assistant

### **RESOLUTION 2024-09**

Resolved that the Governing Board of the Lakeside Union School District hereby designates Lisa Davis, Assistant Superintendent, Business Services to be its chief negotiator and designated representative in negotiations with the California School Employees Association ("CSEA").

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

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

Resolved that Executive Director, Human Resources, Director of Maintenance, Operations, and Transportation, Lindo Park Elementary School Principal, and K-8 Academy Principal also shall be on the negotiating team on behalf of the Governing Board.

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

DATE APPROVED BY THE GOVERNING BOARD: November 9, 2023

Secretary to the Governing Board

# Governing Board Meeting Date: 11/9/23

# **Agenda Item:**

Resolution for Chief Negotiator for LTA

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

Adoption of Resolution No. 2024-10, designating the Assistant Superintendent Lisa Davis to be the chief negotiator and designated representative in negotiations with the Lakeside Teachers Association for the 2023-24 school year, along with the Executive Director, Human Resources, and Tierra Del Sol Middle School Principal also shall be on the negotiating team on behalf of the Governing Board.

# Fiscal Impact (Cost):

N/A

**Funding Source:** 

N/A

**Recommended Action:** 

□ Informational

Denial

□ Discussion

Approval

- □ Ratification
- **Explanation:** Click here to enter text.

- **⊠** Adoption

# Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Lisa DeRosier, Executive Assistant

Superintendent

# **RESOLUTION 2024-10**

Resolved that the Governing Board of the Lakeside Union School District hereby designates Lisa Davis, Assistant Superintendent, Business Services to be its chief negotiator and designated representative in negotiations with the Lakeside Teachers Association ("LTA").

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

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

Resolved that Assistant Superintendent, Education Services, Executive Director, Human Resources, and Tierra Del Sol Middle School Principal also shall be on the negotiating team on behalf of the Governing Board.

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

DATE APPROVED BY THE GOVERNING BOARD: November 9, 2023

Secretary to the Governing Board

# Governing Board Meeting Date: November 9, 2023

#### Agenda Item:

Approval is requested of the Certificated Salary Schedules for the 2023-24 School Year, effective July 1, 2023

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

Approval is requested of the following Certificated Salary Schedules tied to the Tentative Agreement voted and approved by Lakeside Teachers Association for the 2023-24 School Year, 5% increase from July 1, 2023 to Feb. 29, 2024 and an additional 1% increase March 1, 2024, ongoing:

- Teacher
- Special Ed Infant
- Preschool Teacher

# Fiscal Impact (Cost):

See Collective Bargaining Disclosure

## Funding Source:

General Fund and Child Development Fund

# Addresses Emphasis Goal(s):

#1: Academic Achievement	#2: Social Emotional		#3: Physical Environments
Recommended Action:			
	Devial (Dejection		
Informational	Denial/Rejection		
□ Discussion	Ratification		
Approval	Explanation: Click here t	o e	nter text.
Adoption			

Originating Department/School: Business Services

Submitted/Recommended By:

Lisa Davis, Assistant Superintendent

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

Approved for Submission to the Governing Board:

W IA Dr. Rhonda Taylor, Superintendent

# LAKESIDE UNION SCHOOL DISTRICT TEACHER SALARY SCHEDULE Effective July 1, 2023

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
STEP	<b>BA DEGREE</b>	<u>BA + 15</u>	BA + 30	BA + 45	BA + 60	BA + 75 + MA
1	58,168	58,168	58,168	58,168	58,168	62,197
2	58,168	58,168	58,168	61,355	64,436	66,228
3	58,168	58,168	60,213	63,681	67,120	69,712
4	58,168	58,168	62,702	66,311	69,916	73,381
5	58,168	61,441	65,189	68,941	72,690	76,439
6	58,168	63,782	67,680	71,568	75,458	79,360
7		66,126	70,162	74,193	78,234	82,271
8		68,472	72,648	76,826	81,008	85,183
9			75,133	79,457	83,778	88,100
10			77,616	82,086	86,550	91,013
11				84,713	89,319	93,926
12				87,344	92,091	96,840
13					94,868	99,757
14					97,637	102,675
15		· · · · · · · · · · · · · · · · · · ·			100,410	105,589
	vity Increments E	Beginning on:				
17	17th year				103,925	109,285
19	19th year				107,562	113,110
21	21st year				111,327	117,069
23	23rd year				115,223	121,166
25	25th year				119,256	125,408
27	27th year				129,689	129,797

1. An additional stipend of \$775 annually will be paid to those employees who have a Master's Degree.

2. Employees in the following positions will be paid according to their placement on the Teachers' Salary Schedule plus 5%:
(a) Nurse (b) School Counselor (c) Speech Language Pathologist

3. Employees in the following positions will be paid according to their place on the teacher's salary schedule plus 7%:(a) Psychologists

4. An additional stipend of \$5,150 annually will be paid to Teaching Vice-Principals.

Board Approved:		
Negotiated Rate:	5.00%	

# LAKESIDE UNION SCHOOL DISTRICT TEACHER SALARY SCHEDULE Effective March 1, 2024

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
STEP	<b>BA DEGREE</b>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	58,749	58,749	58,749	58,749	58,749	62,819
2	58,749	58,749	58,749	61,969	65,081	66,890
3	58,749	58,749	60,816	64,318	67,791	70,409
4	58,749	58,749	63,328	66,974	70,615	74,116
5	58,749	62,055	65,841	69,630	73,417	77,204
6	58,749	64,420	68,356	72,283	76,213	80,154
7		66,788	70,863	74,935	79,017	83,093
8		69,156	73,375	77,594	81,817	86,035
9			75,884	80,251	84,616	88,981
10			78,392	82,906	87,416	91,923
11				85,560	90,213	94,865
12				88,218	93,012	97,809
13					95,816	100,754
14					98,614	103,702
15					101,414	106,645
	vity Increments I	Beginning on:				
17	17th year				104,964	110,378
19	19th year				108,637	114,242
21	21st year				112,440	118,240
23	23rd year				116,375	122,378
25	25th year				120,449	126,661
27	27th year				130,986	131,094

1. An additional stipend of \$775 annually will be paid to those employees who have a Master's Degree.

2. Employees in the following positions will be paid according to their placement on the Teachers' Salary Schedule plus 5%:
(a) Nurse
(b) School Counselor
(c) Speech Language Pathologist

3. Employees in the following positions will be paid according to their place on the teacher's salary schedule plus 7%:(a) Psychologists

4. An additional stipend of \$5,150 annually will be paid to Teaching Vice-Principals.

Board Approved:		
Negotiated Rate:	1.00%	

# LAKESIDE UNION SCHOOL DISTRICT SPECIAL ED INFANT TEACHER SALARY SCHEDULE Effective July 1, 2023

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	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
STEP	BA DEGREE	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	64,490	64,490	64,490	64,490	64,490	68,958
2	64,490	64,490	64,490	68,024	71,440	73,425
3	64,490	64,490	66,759	70,603	74,415	77,289
4	64,490	64,490	69,517	73,519	77,515	81,357
5	64,490	68,120	72,276	76,434	80,591	84,748
6	64,490	70,714	75,035	79,346	83,661	87,986
7		73,314	77,788	82,258	86,737	91,212
8		75,915	80,546	85,177	89,811	94,442
9			83,300	88,093	92,885	97,675
10			86,053	91,008	95,957	100,906
11				93,923	99,029	104,135
12				96,838	102,101	107,368
13					105,177	110,600
14					108,250	113,836
15					111,324	117,067
	vity Increments I	Beginning on:				
17	17th year				114,399	121,164
19	19th year				117,466	125,405
21	21st year				120,626	129,794
23	23rd year				123,774	134,337
25	25th year				126,930	139,039
27	27th year				130,230	143,785

1. Annual salary is based on 204 work days to be paid over 12 months

2. An additional stipend of \$775 annually will be paid to those employees who have a Master's Degree.

Board Approved:		
Negotiated Rate:	5.00%	

# LAKESIDE UNION SCHOOL DISTRICT SPECIAL ED INFANT TEACHER SALARY SCHEDULE Effective March 1, 2024

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
STEP	<b>BA DEGREE</b>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	65,134	65,134	65,134	65,134	65,134	69,647
2	65,134	65,134	65,134	68,704	72,154	74,160
3	65,134	65,134	67,427	71,310	75,159	78,062
4	65,134	65,134	70,212	74,254	78,291	82,171
5	65,134	68,801	72,998	77,198	81,397	85,595
6	65,134	71,421	75,786	80,140	84,498	88,865
7		74,047	78,566	83,081	87,605	92,125
8		76,674	81,351	86,029	90,709	95,386
9			84,132	88,974	93,814	98,652
10			86,913	91,918	96,917	101,915
11				94,861	100,019	105,176
12				97,807	103,122	108,441
13					106,230	111,706
14					109,333	114,975
15					112,438	118,237
Longe	vity Increments I	Beginning on:				
17	17th year				115,543	122,376
19	19th year				118,640	126,659
21	21st year				121,832	131,092
23	23rd year				125,012	135,680
25	25th year				128,199	140,429
27	27th year				131,533	145,223

1. Annual salary is based on 204 work days to be paid over 12 months

2. An additional stipend of \$775 annually will be paid to those employees who have a Master's Degree.

Board Approved:		
Negotiated Rate:	1.00%	

#### Appendix I

# LAKESIDE UNION SCHOOL DISTRICT PRESCHOOL TEACHERS SALARY SCHEDULE Effective July 1, 2023

STEP	CLASS A	CLASS B	CLASS C	CLASS D
1	36,929	37,662	38,417	39,185
2	37,662	38,417	39,185	39,967
3	38,417	39,185	39,967	40,766
4	39,185	39,967	40,766	41,579
5	39,967	40,766	41,579	42,410
6	40,766	41,579	42,410	43,262
7		42,410	43,262	44,126
8			44,126	44,958
9				45,857
	Longe	vity Increments	Beginning on:	
10	10th year			47,002
14	14th year			48,178
18	18th year			49,383
22	22nd year			50,617
26	26th year			51,883
30	30th year			53,180

Step Placement:

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

Class Placement:

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

Class A:	24 semester units in Early Childhood Education/Child Development + 16
	units in General Education

Class B: AA degree in Early Childhood Education/Child Development

Class C: AA degree in Early Childhood Education/Child Development + 30 additional semester units after receipt of the AA

Class D: BA degree (including 24 ECE/CD units)

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

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

#### Anniversary Increment:

Beginning with the 10th year of continuous employment, 2.5% per month will be added to employee's salary. An additional 2.5% of the base salary will be added every four (4) years thereafter.

#### Board Approved: Negotiated Rate:

#### Appendix I

# LAKESIDE UNION SCHOOL DISTRICT PRESCHOOL TEACHERS SALARY SCHEDULE Effective March 1, 2024

STEP	CLASS A	CLASS B	CLASS C	CLASS D
1	37,298	38,039	38,802	39,577
2	38,039	38,802	39,577	40,367
3	38,802	39,577	40,367	41,174
4	39,577	40,367	41,174	41,995
5	40,367	41,174	41,995	42,834
6	41,174	41,995	42,834	43,695
7		42,834	43,695	44,568
8			44,568	45,407
9				46,315
	Longe	vity Increments	Beginning on:	
10	10th year			47,473
14	14th year			48,660
18	18th year			49,877
22	22nd year			51,124
26	26th year			52,402
30	30th year			53,712

Step Placement:

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

**Class Placement:** 

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

Class A:	24 semester units in Early Childhood Education/Child Development + 16
	units in General Education

Class B: AA degree in Early Childhood Education/Child Development

Class C: AA degree in Early Childhood Education/Child Development + 30 additional semester units after receipt of the AA

Class D: BA degree (including 24 ECE/CD units)

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

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

#### Anniversary Increment:

Beginning with the 10th year of continuous employment, 2.5% per month will be added to employee's salary. An additional 2.5% of the base salary will be added every four (4) years thereafter.

#### Board Approved: Negotiated Rate:

# Governing Board Meeting Date: November 9, 2023

#### Agenda Item:

Approval of the Confidential, Management and Superintendent Salary Schedules for the 2023-24 school year, effective July 1, 2023.

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

Approval is requested of the following salary schedules for the 2023-24 School Year, effective July 1, 2023 to reflect a 5.76% on schedule increase.

- Confidential
- Management
- Superintendent

# Fiscal Impact (Cost):

Approximate cost of \$293,788

### **Funding Source:**

General, Child Nutrition and Child Development Funds

# Addresses Emphasis Goal(s):

	<b>#1:</b> Academic Achievement	#2: Social Emotional		#3: Physical Environments
Re	commended Action:			
	Informational	Denial/Rejection		
	Discussion	Ratification		
$\boxtimes$	Approval	Explanation: Click here t	o ei	nter text.
	Adoption			

Originating Department/School: Business Services

Submitted/Recommended By:

Lisa Davis, Assistant Superintendent

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

Approved for Submission to the Governing Board:

Dr. Rhonda Taylor, Superintendent

# LAKESIDE UNION SCHOOL DISTRICT MANAGEMENT SALARY SCHEDULE Effective July 1, 2023

CERTIFICATED POSITIONS	Workyear	Group	Range	1	2	3	4	5
Program Specialist - Special Education	201 days	8	63	101,030	105,574	110,329	115,293	120,483
School Principal-Middle School								
(Confidential), Tierra Del Sol MS	206 days	8	64	123,070	128,279	133,719	139,405	145,354
School Principal (Confidential), Lindo Park	201 days	8	76	115,759	120,967	126,407	132,093	138,040
K-8 Academy Principal (Confidential)	201 days	8	76	115,759	120,967	126,407	132,093	138,040
Coordinator, Education Services	224 days*	8	77	123,663	129,229	135,043	141,120	147,476
Director of Student Support	224 days*	8	78	128,940	134,740	140,800	147,133	153,757
Director of Special Education	224 days*	8	78	128,940	134,740	140,800	147,133	153,757
CLASSIFIED POSITIONS	Workyear	Group	Range	1	2	3	4	5
Transportation Supervisor	12 months	2	19	70,225	73,385	76,688	80,139	83,745
Preschool Manager	12 months	2	21	82,293	85,068	87,684	90,403	93,235
Manager-Extended Student Services	12 months	2	23	89,951	93,369	96,917	100,599	104,422
Manager-Technology Services	12 months	2	25	96,182	99,839	103,634	107,572	111,661
Child Nutrition Director	12 months	2	30	102,243	106,834	111,631	116,643	118,902
Director of Maintenance, Operations and								
Transportation	12 months	2	31	118,101	122,589	127,247	132,082	137,102
Director of Finance	12 months	2	32	122,385	127,036	131,863	136,873	142,074
Executive Director of Human Resources	12 months	2	36	137,609	143,799	150,266	157,025	164,094

The Principal positions included herein are confidential positions.

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

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

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

\* Net workdays after vacation/holidays.

Board	Approved	:
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Negotiated Rate: Update CDays

## LAKESIDE UNION SCHOOL DISTRICT CONFIDENTIAL EMPLOYEE SALARY SCHEDULE Effective July 1, 2023

Range	1	2	3	4	5	6	7	
29	69,076	72,419	75,167	78,204	81,287	84,478	86,862	
33	80,166	84,046	87,322	90,760	94,337	98,037	100,807	
Position:		Executive Admin Personnel Speci Executive Assist		t, Business		Range 29 Range 29 Range 33	(Added 11.1.2014)	
Workyear:		12 months						
Vacation:		20 days annually						
Anniversary Increment:		will be added to	employees' salary	<i></i>	nent, 5% of step 7 he 15th and 20th y		ep)	
Professional Due	S:	Membership dues not to exceed \$350 for one professional organization may be paid by the District.						
Stipend:		A confidential sti	pend of \$200 per	month will be paid	d to the Executive	Assistant.		

<b>Board Approved:</b>		
Negotiated Rate:	5.76%	

# LAKESIDE UNION SCHOOL DISTRICT SUPERINTENDENT SALARY SCHEDULE Effective July 1, 2023

Position	Work year G	Froup-Range	1	2	3	4	5
Superintendent	244 days	7-98	244,643				
Assistant Superintendent of Educational Services	244 days	8-81	192,390	196,238	200,165	204,168	208,251
Assistant Superintendent of Business Services	12 Months	2-82	192,390	196,238	200,165	204,168	208,251

#### Superintendent

Length of service: 244 days

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

Longevity five percent (5%) increase to annual salary in the sixth (6th) and ninth (9th) years of employment as district Superintendent Monthly automobile allowance \$500 and expense allowance \$600

Assistant Superintendent of Educational Services

Length of service: 244 days

Longevity 5% increase to annual salary added the eighth (8th), twelfth (12th), and sixteenth (16th) years of district employment Monthly automobile allowance \$500 and expense allowance \$400

Assistant Superintendent of Business

Length of service: 260 days/12 months

Longevity 5% increase to annual salary added the eighth (8th), twelfth (12th), and sixteenth (16th) years of district employment Monthly automobile allowance \$500 and expense allowance \$400

Board Approved:

# Governing Board Meeting Date: November 9, 2023

### Agenda Item:

Approve MOU with CSEA for Behavioral Intervention Specialist and Licensed Mental Health Clinician.

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

Approval is requested of a MOU with California School Employees Association and its LakesideChapter 240 for an addition of two job positions:Behavioral Intervention Specialist10 monthsLicensed Mental Health Clinician10 monthsRange 38

These positions are currently filled by outside agencies and would be placed with a full-time employee into the bargaining unit.

# Fiscal Impact (Cost):

Neutral, replacement of agencies

### Funding Source:

General Fund

# Addresses Emphasis Goal(s):

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

□ Informational

- Denial/Rejection
- Ratification
  - **Explanation:** Click here to enter text.

Approval Adoption

□ Discussion

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Lisa Davis, Assistant Superintendent

Reviewed by Cabinet Member \_\_

Dr. Rhonda Taylor, Superintendent

#### MEMORANDOUM OF UNDERSTANDING

#### BETWEEN THE LAKESIDE UNION SCHOOL DISTRICT ("DISTRICT")

#### And the

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

#### September 6, 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 new job description attached hereto for:

Behavioral Intervention Specialist

10 months

10 months

Range 38

Range 38

Licensed Mental Health Clinician

District and CSEA agree to the addition of the above job titles and corresponding job descriptions.

14-23 Date

oni Crilina

9/18/2023

Date

2023 10 Date of Ratification by CSEA:

For the Lakeside Union School District

Date of Ratification by the Governing Board:



# **Job Description**

Title: Licensed Mental Health Clinician	FLSA Status: Non-Exempt	Months: 10
Supervisor: Director of Special Education	Supervises: N/A	Range: 38
Department: Special Ed	Bargaining Unit: Classified	Approved:

### JOB SUMMARY:

Provide counseling and consultation for students and parents who are referred for service through their IEP team; serve as a member of the District's Special Education support services. Counseling services under this program model are expected to supplement regular education counseling and guidance program services.

# ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provide individual and/or group counseling as described in student's IEP.
- Assist IEP teams in developing strategies to address social, emotional, and behavioral problems.
- Assist IEP team in the development of measurable social, emotional and behavioral IEP goals.
- Report on student progress for IEP counseling goals as requested by IEP team. Assist students and staff with behavior management programs and welfare and attendance concerns.
- Act as a liaison with social and youth service agencies in pursuing referral follow-up activities.
- Assist parents in accessing and utilizing community resources.
- Establish, maintain and monitor a variety of files and records pertaining to special education student counseling.
- Participate in Medi-Cal billing program.
- Participate in professional activities, conferences and research to maintain knowledge of counseling best practices.
- Develop and provide ongoing professional training, consultation and assistance to staff.
- Understand and adhere to IDEA regulations.
- Attend IEP and professional staffing meetings.
- Perform related duties as assigned.

#### **OTHER DUTIES:**

• Perform related duties as assigned.

#### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

- Interpersonal skills including tact, patience, and courtesy.
- Public relations skills for building the program
- Modern office practices, procedures and equipment.
- Operation of a computer and assigned software (Google).
- Training and coaching skills as a member of a multidisciplinary team

#### **Education and Experience:**

Any combination of training, experience, and/or education equivalent to master's degree in psychology, mental health counseling, or social work and two years post-license experience in counseling and crisis intervention to children, adolescents, and their families.

### **Skills/Ability To:**

- Ability to plan and prioritize your work day
- Ability to coordinate complex schedules across multiple school sites
- Proficient in software applications
- Ability to analyze student mental health matters and determine strategies, supports, and/or appropriate methodologies to utilize when working with students
- Analyze situations accurately and adopt an effective course of action; especially for crisis situations and threat assessments
- Ability to identify complex problems and develop and evaluate possible solutions.
- Ability to clearly communicate ideas and requirements to colleagues at varying levels, be an active listener, respond to questions, voice concerns and offer suggestions to create a collaborative work environment.
- Ability to make decisions in a timely manner

# LICENSES, CERTIFICATIONS, AND OTHER REQUIREMENTS:

- Licensed by the State of California as a Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), Licensed Clinical Psychologist (LCP), or Licensed Professional Clinical Counselor (LPCC).
- Possession of a valid California driver's license
- First Aid and CPR Certification

Licensed Mental Health Clinician

# WORKING CONDITIONS:

Work Environment: Office/school site

Physical Demands:

- Ability to stand and/or circulate for extended periods of time.
- Ability to see for purposes of reading printed materials pertaining to this position and observing staff/students.
- Ability to hear and understand speech at normal levels.
- Ability to communicate so others will be able to clearly understand processes and expectations.
- Ability to bend, twist, stoop, kneel and reach in all directions.
- Ability to lift to 50 pounds.

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



# Job Description

Title: Behavioral Intervention Specialist	FLSA Status: Non-Exempt	Months: 10
Supervisor: Director of Special Education	Supervises: N/A	Range: 38
Department: Special Ed	Bargaining Unit: Classified	Approved:

#### JOB SUMMARY:

The Behavioral Intervention Specialist provides consultation, coaching, one-to-one and group presentations, and classroom support, instructional and behavioral strategies for regular education and special education teachers, site personnel, and others providing instructional services to students with disabilities as directed by the Director of Special Education.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Conducts comprehensive Functional Behavioral Assessments (FBA), in collaboration with the school psychologist writes legally defensible effective behavioral analysis reports, and develops Behavior Intervention Plans (BIP).
- Develops consultation relationships with school district special and general education service providers. Trains, and monitors the work of teachers and classified staff assigned to work with students with behavioral challenges.
- Provides interventions and trains district staff and administrators in behavioral interventions for special education students.
- Analyzes behavior from a functional perspective and develops daily positive interventions.
- Participates as part of a multidisciplinary team and supports the district and all school sites and activities.
- Collaborates with a variety of service providers and agencies, working within the District
- Researches interventions, treatment techniques, and assessment tool resources and methods.
- Conducts positive behavior support presentations, training and professional development. Participates in meetings, including Individual Educational Plans (IEPs), 504 meetings, Student Study Teams, and suspension conferences.
- Assist with the Behavior Intervention Assistants; leads weekly meetings and trainings for the team
- Assist the Director, Administrator, Program Specialist or assigned teacher of behaviorally-based programs for individuals with special needs.
- Trains staff and monitors data and data collection, lesson development, and implementation of Behavior Support Plans (BSP) and Behavior Intervention Plans (BIP).
- Communicates with parents regarding behavior needs of students

#### Licenses, Certifications and other Requirements:

- Certification as a Board-Certified Behavior Analyst (BCBA)
- Valid First Aid and CPR certification
- Valid California Class C Driver's License and Evidence of Insurability.

# WORKING CONDITIONS:

# Work Environment:

- Indoor office/classroom environment/outside-playground.
- Driving a vehicle to conduct work.

# Physical Demands:

- Seeing to monitor children and read a variety of materials.
- Sitting or standing for extended periods of time while working with students.
- Bending at the waist, kneeling or crouching to assist students.
- Hearing and speaking to exchange information.
- Pushing or pulling wheelchairs, mobility toys and other adaptive equipment.
- Walking indoors and outdoors to transition between classes and services.

#### Hazards:

- Potential close contact with impulsive or aggravated students.
- Potential contact with blood or body fluids.

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

## Governing Board Meeting Date: 11/9/2023

# Agenda Item:

Approve Notice of Completion for ESR Construction at Tierra Del Sol Middle School.

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

On February 12, 2021, the Governing Board authorized staff to enter into a contract with ESR Construction for the construction of the TDS Gymnasium. As of 10/24/23, the Contract with ESR is complete and a Notice of Completion needs to be filed. The total cost of the contract is \$2,405,771. In order to comply with the prompt payment status per Public Contract Code 7101, it is recommended that the district proceed to file the Notice of Completion and release the retention to close out the work that has been completed.

The filing of the Notice of Completion is only intended to notify subcontractors and suppliers on the project and does not waive the district's right or remedies under the contract. This Notice of Completion shall not alter any contract requirements.

# Fiscal Impact (Cost):

N/A

**Funding Source:** 

N/A

# Addresses Emphasis Goal(s):

#1: Academic Achievement

**Recommended Action:** 

□ Informational

Denial/Rejection

□ Ratification

□ **#2:** Social Emotional

- Discussion
- Approval

□ Adoption

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

# Originating Department/School: Business Services

Submitted/Recommended By:

Lisa Davis, Assistant Superintendent

Reviewed by Cabinet Member \_

Approved for Submission to the Governing Board:

□ **#3:** Physical Environments

Dr. Rhonda Taylor, Superintendent

Recordation Requested by and When Recorded Return to

Contact NameLisa Davis, Assistant SuperintendentDistrict NameLakeside Union School DistrictDistrict Address12335 Woodside AvenueCity, State, ZipLakeside, CA 92040

Above Space for Recorder's Use Only

#### ACCEPTANCE OF WORK AND NOTICE OF COMPLETION

1.	Lakeside Union School District					
	(Name of School District)					
2.	ESR Construction Inc.					
	(Name of Contractor)					
3.	Fidelity and Deposit Company of Maryland					
	(Name of Surety)					
4.	Description of Public Work Involved Sufficient for Identification: Tierra del Sol Middle School Construction of a New Gymnasium located at 9611 Petite Lane, Lakeside, CA 92040					
5.	Date of Contract: 2/12/2021 6. Acceptance of work and materials is recommended					
	RD Will 10/24/2023					
	Robert Webb, StudioWC (Date)					
	Architect to Lakeside Union School District					
7.	Acceptance of Work and Materials					
Morris						
	E IS HEREBY GIVEN that the above referenced contract and public work to which Chapter 3 of Division 5					
	1 of the Government Code (commencing with Section 4200) applies were completed and accepted by the					
<u>L</u> i	akeside Union School District on the 24th of October 2022.					
The Cor	atractor of sold contract and public work and the name of the surety on the Contractor's Band of sold					
The Contractor of said contract and public work and the name of the surety on the Contractor's Bond of said Contract are as set forth above. Lakeside Union School District						
12335 Woodside, Ave						
Lakeside, CA 92040						
	Lisa Davis Rhonda Taylor, Ed.D.					
District	Representative (i.e. Director) District Representative (i.e. Superintendent)					
	ssistant Superintendent of Business Services Title: Superintendent					
	f Civil Procedures 1192.11)					

Government Code 27361.61)

#### VERIFICATION

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

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

Executed on \_\_\_\_\_, 2023 at San Diego California

# Governing Board Meeting Date: November 9, 2023

#### Agenda Item:

School Nutrition Association Conference 2023-2024 school year. July 13 - 17, 2024

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

Continuing education for Child Nutrition Staff. Five staff members. Boston, Mass.

### Fiscal Impact (Cost):

Approximately \$14,700.00
(3) Rooms preferred rate approx. 423.00 per night
(5) Airfare \$1,125.00 per flight
(5) Registration for conference approx. \$500.00 per person
(5) Per Deim approx. \$69.00 per day per person
Uber or Taxi \$200.00

#### **Funding Source:**

KIT Grant dollars

#### **Recommended Action:**

Informational

Denial/Rejection

Discussion

- Ratification
- **Explanation:** Click here to enter text.
- □ Adoption

.

**X** Approval

Originating Department/School: Child Nutrition.

Submitted/Recommended By:	Approved for Submission to the Governing Board
	Chanda Jayla
Principal/Department Head Signature	Dr. Rhonda Taylor, Superintendent
n n c	
Reviewed by Cabinet Member	Lemb

# Governing Board Meeting Date: November 9, 2023

# Agenda Item:

Approval of the November contracts list for the fiscal 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):		
□ <b>#1:</b> Academic Achievement	□ <b>#2:</b> Social Emotional	□ <b>#3:</b> Physical Environments
Recommended Action:		
Informational	Denial/Rejection	
Discussion	Ratification	
🛛 Approval	<b>Explanation:</b> Click her	te to enter text.
Adoption		

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Lisa Davis, Assistant Superintendent

Reviewed by Cabinet Member

C Dr. Rhonda Taylor, Superintendent

Agency Name	Description	Contract #	Dent /Site	Regan	Ende Roard Annroval	wal Amount (not to avead)
New Haven Youth and Family Services	IEP /IESP	87-9CUCN	CDED	ECUC/1/1	VCUC/UE	
A Class 6 Diser-		21 12221	3	czoziti.		See vale
I LOVE A LIEAR SAR DIEGO	Environmental Presentation	L2024-004	(P	11/17/2023		\$0.00
Darren Murphy	CPR and First Aid Training	L2024-005	LV	1/26/2024		Not To Exceed \$12.000
Cajon Valley Union School District	IEP an Report Translation Services	12024-17	SPED	10/1/2022		Not To Exceed \$10,000
Wellness Together, Inc.	3rd Amendment, 64 HRS PER WEEK ADDITION	V2023-002C	PUPIL SERVICES	8/31/2023	6/30/2024	\$163,025.92
Rachel's Challenge	Live Presentation	V2024-80	LMIS	10/9/2023		\$3,600.
BMX Freestylers	Assembly	L2024-006	RV/WG	10/11/2023		\$1,897.00
Cooperative Strategies	Trustee Voting Area Creation Services	V2024-79	Supt	10/30/2023		\$20,000 Plus Expenses
Kristen Eveland	Researched Based Mathemtical Thinking	12024-18	IV	8/1/2023	9	Not To Exceed \$1800
Jean Chan DDS	Dental Health Presentation	L2024-007	LP d)	10/20/2023	-	\$0.00
Timkin Museum of Art	Art Lesson	L2024-008	LP d1	11/2/2023	11/2/2023	\$0.00
GRANT						
SDCOE	Native Scholars Grant-5 Year	G2024-01	ED SERVICES	Dr. Natalie Winspear	9/1/2023	9/30/2027 \$10.000 Grant/5 vears

# Governing Board Meeting Date: 11/9/23

# Agenda Item:

Donations

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

Per Board Policy #3290, the Governing Board may accept any gift, grant, or bequest of money, property, or service to the district from any individual, private agency or organization, or other public agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.

Fiscal Impact (Cost):		
Site specific		
Funding Source:		
None		
Addresses Emphasis Goal(s):		
□ #1: Academic Achievement	□ <b>#2:</b> Social Emotional	□ <b>#3:</b> Physical Environments
Recommended Action:		
<ul> <li>□ Informational</li> <li>□ Discussion</li> <li>☑ Approval</li> </ul>	<ul> <li>Denial</li> <li>Ratification</li> <li>Explanation: Click here</li> </ul>	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** erintendent

Item	Approximate Value	Donated By	Designated for Use at:
HP Plotter	\$1,500	Aradis U.S.	Winter Gardens
\$500 towards garden projects at DREAM Academy		Mr. & Mrs. Tewes	DREAM Academy
\$100 towards garden projects		Mr. & Mrs. Neal	DREAM Academy
Book Vending Machine		Riverview/Winter Gardens PTA	Winter Gardens
\$716.00		October PTA Donations	Winter Gardens

Governing Board Meeting Date: N	ovember 9, 2023	
Agenda Item:		
October PTA Donation Summo	ry	
Background (Describe purpose/ra	tionale of the agenda item)	):
Fiscal Impact (Cost):		
Funding Source:		
Addresses Emphasis Goal(s):		
#1: Academic Achievement	#2: Social Emotional	#3: Physical Environments
Recommended Action:		
Informational	Denial/Rejection	
<ul> <li>Discussion</li> <li>Approval</li> </ul>	<ul> <li>Ratification</li> <li>Explanation: Click here</li> </ul>	to enter text.
Adoption		

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

In

Lisa Davis, Assistant Superintendent

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

Dr. Rhonda Taylor, Superintendent

# **2023-24 PTA Donation Summary Report**

100.1								0	0		6	
Total Annual Donation	•	•	1	н		3,151.00	2,650.00	6,840.00	716.00	2,225.00	34.19	15,616.19
Tor	\$	s	s	s	\$	\$	\$	\$	S	\$	\$	s
May \$ June \$												•
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v \$												,
No												s
Oct \$									\$ 716.00			19 \$ 716.00
						00	00	00		00	19	19 \$
Aug -Sept \$						3,151.00	2,650.00	6,840.00		\$ 2,225.0	34.1	14,900.
Ai						\$	\$	\$		s	s	÷
1						tor	m	lachine	elievable	1A'S	1&0	
Description						New Laminator	5 Star Program	Book Vending Machine	Field Trip - FUNbelievable	Field Trip - OMA'S	Vent Install - M&O	
D						Nev	5 S	Book V	Field Trip	Field	Vent ]	
e	sm.		School	st	Y		Jol			SIID		
School Site	Lakeside Farms	Lakeview	Middle	Lemon Crest	Lindo Park	Riverview	Tierra Del Sol		opeone	W IIIICI BAI UCIIS		
Sch	Lakes	La	Lakeside Middle School	Lem	Lin	Riv	Tierr		11/1-4	NIII M		

Governing Board Meeting Date: November 9, 2023

## Agenda Item: Settlement Agreement

Background (Describe purpose/rationale of the agenda item): This settlement agreement is being offered to provide compensatory education.

Fiscal Impact (Cost): \$6,350

Funding Source: Special Education

Addresses Emphasis Goal(s):

#1: Academic Achievement #2: Social Emotional

**Recommended Action:** 

Informational

Denial/Rejection

Discussion

Ratification

X Approval

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

□ Adoption

Originating Department/School: Education Services

Submitted/Recommended By:

Danielle Clark NIA

Principal/Department Head Signature

Reviewed by Cabinet Member

Approved for Submission to the Governing Board:

Dr. Rhonda Taylor, Superintendent

# Governing Board Meeting Date: 11/9/23

### Agenda Item:

Board Policy 3450: Money in School/District Buildings

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

Adoption: New policy regarding money being collected by school district employees and by student organizations.

Fiscal Impact (Cost):

N/A

**Funding Source:** 

N/A

### **Recommended Action:**

Informational

☑ Discussion

Approval

□ Adoption

- 🗆 Denial
- Ratification
- **Explanation:** Click here to enter text.

Originating Department/School: Superintendent's Office

Submitte	ed/Recommended	By:
Ano	0	
(M)e		

Approved for Submission to the Governing Board:

( ) cu lo Dr. Rhonda Taylor, Superintendent

Lisa DeRosier, Executive Assistant

Reviewed by Cabinet Member: \_\_

# **Business and Noninstructional Operations**

# MONEY IN SCHOOL/DISTRICT BUILDINGS

Money collected by school district employees and by student organizations shall be handled with good and prudent business procedures both to demonstrate the ability of district employees to handle money in a responsible manner and when applicable, to teach such procedures to the students.

All money collected must have receipts, accurately accounted for, and directed without delay to the proper location for deposit into the district's bank account(s).

No money is to be left overnight in schools or departments except in site/department safes for safekeeping. Money collected should be routed no later than 48 hours after collection to the business services office for deposit into the district's bank account.

All money collected, including but not limited to donations, grants and student organizations, become property of the district.

Legal Reference:

<u>EDUCATION CODE</u> 48933 Deposit or investment of student funds 48936 Additional uses of student funds 48937 Supervision and audit of student funds 48938 Trustee for funds of unorganized student body

Policy adopted: November 9, 2023 revised:

# Governing Board Meeting Date: 11/9/23

# Agenda Item:

Board Policy and Administrative Regulation 4030: Nondiscrimination in Employment

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

Adoption: Policy updated to reflect NEW LAW (SB 523, 2022) which adds reproductive health decisionmaking as a form of prohibited discrimination, and prohibits an employer from requiring an applicant or employee to disclose information relating to an employee's reproductive health decisionmaking.

Regulation updated to reflect NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which require that allegations of sexual harassment that meet the federal definition be investigated through Title IX complaint procedures, as described in AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, rather than the complaint procedures detailed in this regulation.

# Fiscal Impact (Cost):

N/A

**Funding Source:** 

N/A

**Recommended Action:** 

- Informational
- Discussion
- Approval
- ☑ Adoption

Denial

- Ratification
- **Explanation:** Click here to enter text.

Originating Department/School: Superintendent's Office

# Submitted/Recommended By:

Approved for Submission to the Governing Board:

Dr. Rhonda Taylor, Superintendent

Lisa DeRosier, Executive Assistant

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

# **All Personnel**

#### NONDISCRIMINATION IN EMPLOYMENT

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal access and opportunities protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy. Employees include applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the person's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran and military status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health decisionmaking, defined as a person's decision to use or access a particular drug, device, product, or medical service for, reproductive health. (Government Code 12926, 12940)

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that the district is required to do so in order to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

- 1) Hiring, compensation, terms, conditions, and other privileges of employment
- 2) Taking of adverse employment actions, such as termination or the denial of employment, promotion, job assignment, or training
- 3) Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment
- 4) Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
  - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

- b. Religious creed discrimination based on an employee's religious belief or observance, include religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement
- c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
- d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

The Board also prohibits retaliation against any district employee or job applicant who opposes any discriminatory employment practice by the district or its employee, agent, or representative or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint procedures instituted pursuant to this policy. No employee or job applicant who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign release of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Civil Rights Department, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

Legal References:

<u>State</u>	<u>Description</u>
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender
	identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs
	receiving state or federal financial assistance
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Prohibition of discrimination
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12952	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Pen. Code 422.56	Definitions; hate crimes
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on
	sex
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.6	Title VI; Compliance information
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of
	grievances procedures
34 CFR 104.8	Notice of Nondiscrimination on the Basis of Handicap
34 CFR 106.8	Designation of coordinator; dissemination of policy, and adoption of
	grievance procedures
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs
Executive Order 11246	"Know Your Rights: Workplace Discrimination is Illegal" poster
U.S. Constitution	Amendment 1, Free exercise, free speech, and establishment clauses
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Management Resources	Description
CA Civil Rights Department Publication	Family Care and Medical Leave and Pregnancy Disability Leave
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Civil Rights Department Publication	The Rights of Employees Who Are Transgender or Gender Nonconforming
CA Civil Rights Department Publication	Harassment Prevention Guide for California Employers
CA Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Shephard v. Loyola Marymount, (2002) 102 Cal.App. 4th 837
Court Decision	Thomson v. North American Stainless LP (2011) 62 U.S. 170
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
U.S. Equal Employment Opportunity Comm	Know Your Rights: Workplace Discrimination is Illegal, October 2022
Publication	
U.S. Equal Employment Opportunity Comm	Enforcement Guidance: Vicarious Employer Liability for Unlawful
Publication	Harassment by Supervisors, June 1999
U.S. Equal Employment Opportunity Comm	EEOC Compliance Manual
Publication	
Website	U.S. Department of Labor, Office of Federal Contract Compliance
	Program
Website	CSBA District and County Office of Education Legal Services
Website	California Civil Rights Department
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission
Cross References	

#### Code Description

- 0410 Nondiscrimination In District Programs And Activities
- 0470 COVID-19 Mitigation Plan
- 1113 District And School Web Sites
- 1114 District-Sponsored Social Media
- 1240 Volunteer Assistance
- 1312.1 Complaints Concerning District Employees
- 1312.3 Uniform Complaint Procedures
- 1313 Civility
- 3312 Contracts
- 3530 Risk Management/Insurance
- 3580 District Records
- 3600 Consultants
- 4000 Concepts And Roles
- 4032 Reasonable Accommodation
- 4033 Lactation Accommodation
- 4111 Recruitment And Selection
- 4111.2 Legal Status Requirement
- 4112.4 Health Examinations
- 4112.41 Employee Drug Testing
- 4112.6 Personnel Files
- 4112.8 Employment Of Relatives
- 4112.9 Employee Notifications
- 4113.5 Working Remotely
- 4114 Transfers
- 4118 Dismissal/Suspension/Disciplinary Action
- 4119.1 Civil And Legal Rights
- 4119.11 Sexual Harassment
- 4119.12 Title IX Sexual Harassment Complaint Procedures
- 4119.22 Dress And Grooming
- 4119.23 Unauthorized Release Of Confidential/Privileged Information
- 4119.41 Employees With Infectious Disease
- 4131 Staff Development

4144 **Complaints** 

4151 Employee Compensation

4154 Health And Welfare Benefits

4161.5 Military Leave

4161.8 Family Care And Medical Leave

4211 Recruitment And Selection

4211.2 Legal Status Requirement

4212.4 Health Examinations

4212.41 Employee Drug Testing

4212.6 Personnel Files

4212.8 Employment Of Relatives

4212.9 Employee Notifications

4213.5 Working Remotely

4218 Dismissal/Suspension/Disciplinary Action

4219.1 Civil And Legal Rights

4219.11 Sexual Harassment

4219.12 Title IX Sexual Harassment Complaint Procedures

4219.22 Dress And Grooming

4219.23 Unauthorized Release Of Confidential/Privileged Information

4219.41 Employees With Infectious Disease

Staff Development 4231

4244 Complaints

4251 Employee Compensation

4254 Health And Welfare Benefits

4254 Health And Welfare Benefits

4261.5 Military Leave

4261.8 Family Care And Medical Leave

4311 Recruitment And Selection

4311.2 Legal Status Requirement

4312.4 Health Examinations

4312.41 Employee Drug Testing

4312.6 Personnel Files

4312.8 Employment Of Relatives

4312.9 Employee Notifications

4313.5 Working Remotely

4319.1 Civil And Legal Rights

4319.11 Sexual Harassment

4319.12 Title IX Sexual Harassment Complaint Procedures

4319.22 Dress And Grooming

4319.23 Unauthorized Release Of Confidential/Privileged Information

4319.41 Employees With Infectious Disease

4331 Staff Development

4344 *Complaints* 

4351 Employee Compensation

4354 Health And Welfare Benefits

4361.5 Military Leave

4361.8 Family Care And Medical Leave

9000 Role Of The Board

9321 Closed Session

Policy 4030 adopted: September 17, 2012 revised: November 9, 2023

# LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

### NONDISCRIMINATION IN EMPLOYMENT

All allegations of discrimination in employment, including those involving an employee, job applicant, inter, volunteer, or other person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to organize and manage the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

EXECUTIVE DIRECTOR, HUMAN RESOURCES (position title) 12335 WOODSIDE AVENUE, LAKESIDE CA 92040 (address) (619) 390-2618 (telephone number)

#### **Measures to Prevent Discrimination**

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

- 1. Display in a prominent and accessible location at every work site where the district has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Civil Rights Department (CRD) posters on the prohibition of workplace discrimination and harassment, the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth (Government Code 129501 2 CCR 11013, 11023, 11049)
- Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information by: (5 CCR 4960; 34 CFR 100.6, 106.8)
  - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
  - b. Posting them in all district schools and offices, including staff lounges and other prominent locations
  - c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available
  - 3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2CCR 11023)

- a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return
- b. Sending a copy via email with an acknowledgment return form
- c. Posting a copy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies
- d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session
- e. Any other way that ensures employees receive and understand the policy
- 4. Provide to employees a handbook that contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to anyone who feels that he/she has been the victim of any discriminatory or harassing behavior
- 5. Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

The district may also provide bystander intervention training to employees which includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

- 6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law
- 7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce (2 CCR 11023)

#### **Complaint Procedure**

Complaints of sexual harassment shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 – Title IX Sexual Harassment Complaint Procedures if the alleged conduct meets the definition of sexual harassment pursuant to 34 CFR 106.30.

Any other complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant may inform a direct supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman.

The complainant's direct supervisor may be bypassed in filing a complaint when the supervisor is the subject of the complaint.

The complainant may first attempt to resolve the situation informally with the complainant's supervisor before filing a written complaint.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. Investigation Process: The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the **investigation of the** allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

If the coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents do not occur. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Corrective Action: No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and

prepare a written report of the findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the complainant and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment does not occur. The report shall be presented to the Superintendent or designee.

A summary of the findings shall be presented to the complainant and the person accused.

4. Appeal to the Governing Board: The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

### **Other Remedies**

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either CRD or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

- 1. For filing a complaint with CRD alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960
- 2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
- 3. For filing a complaint with EEOC after first with CRD, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by CRD, whichever is earlier (42 USC 2000e-5)

Regulation 4030 adopted: September 17, 2012 deleted: November 9, 2023

# LAKESIDE UNION SCHOOL DISTRICT

#### Governing Board Meeting Date: 10/12/23

#### Agenda Item:

Administrative Regulations 4217.3: Layoff/Rehire

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

Adoption: Regulation updated to add descriptions to the OPTION headings for the determination of "length of service" for order of layoff purposes, reflect NEW LAW (AB 438, 2021) which, for both merit and non-merit districts, specifies notice requirements and hearing rights districts must provide to permanent classified employees, as defined, who are subject to layoff due to lack of work or lack of funds, including that notice be given no later than March 15, and that classified staff may be reduced due to lack of work or lack of funds when the governing board determines during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies that the district's local control funding formula apportionment per unit of average daily attendance for the fiscal year of the Budget Act has not increased by at least two percent. Regulation also updated to provide material regarding a permanent classified employee's request for a hearing, including a hearing before an administrative law judge in which the board makes the final decision regarding the sufficiency of the cause and disposition of the layoff, provide material regarding final notice before May 15 to employees affected by the layoff unless a continuance is granted, add material regarding notice to affected employees when classified positions are eliminated as a result of the expiration of a specifically funded program, and include that districts may release probationary classified employees without notice or hearing for reasons other than lack of work or lack of funds.

#### Fiscal Impact (Cost):

N/A

**Funding Source:** 

N/A

**Recommended Action:** 

□ Informational

- □ Discussion
- Approval
- Adoption

- 🗆 Denial
- □ Ratification
- **Explanation:** Click here to enter text.

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Lisa DeRosier, Executive Assistant

Rhonda Taylor, Superintendent

### LAYOFF/REHIRE

Classified employees shall be subject to layoff for lack of work or lack of funds. (Education Code 45114, 45308)

A classified employee shall not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. (Education Code 45117)

### Order of Layoff Within a Classification/Determination of Seniority

Within each class, the order of layoff shall be determined by length of service. (Education Code 45114, 45308)

Length of service shall be determined by the date of hire. The employee who has been employed the shortest time by the district shall be laid off first. (Education Code 45308)

For an employee in a "restricted position" under Education Code 45105 or 45259, the original date of employment in the restricted position shall be used to determine the length of service, provided the employee has completed six months of satisfactory service and has successfully passed the qualifying examination required for service in the class. (Education Code 45105)

Length of service credit shall be granted for military leave of absence, including voluntary and involuntary active duty during a period of national emergency or war, as a member of the Military Reserve or the National Guard. (Education Code 45297, 45308)

Length of service credit may be granted for time spent on unpaid illness or maternity leave, unpaid family care leave, or unpaid industrial accident leave. Length of service credit shall not be granted for other types of unpaid leaves. (Education Code 45308)

## Notice of Layoff and Hearing Rights

Whenever a permanent classified employee is to be laid off for lack of work or lack of funds, the Superintendent or designee shall, no later than March 15 and before the employee is given formal notice by the Governing Board, give to the employee written notice of the recommendation, the reasons that the employee's services will not be required for the ensuing year, any displacement rights, reemployment rights, and the employee's right to a hearing. The district shall adhere to the notice, hearing, and layoff procedures in Education Code 45117, Government Code 11503 and 11505, and other applicable provisions of law. (Education Code 45117)

An employee who is so notified may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. The request shall be in writing and shall be delivered to the person who sent notice to the employee, on or before March 15 but not less than seven days after the date the notice is served on the employee. Failure of an employee to request a hearing on or before the date specified shall constitute a waiver of the employee's right to a hearing. (Education Code 45117)

The Superintendent or designee shall serve an employee who timely requests a hearing with the District Statement of Reduction in Force documents. The employee has five calendar days from service of the District Statement of Reduction in Force documents to timely file a notice of participation with the district. The parties are entitled to discovery, if requested within 15 days of service of the District Statement of Reduction in Force documents. (Education Code 45117)

If a hearing is requested by a permanent classified employee, the proceeding shall be conducted and a decision made by an administrative law judge in accordance with Government Code 11500-11529. The Board shall make a final decision regarding the sufficiency of the cause and disposition of the layoff upon receipt of the administrative law judge's proposed decision. None of the findings, recommendations, or determinations in the proposed decision prepared by the administrative law judge shall be binding on the Board. (Education Code 45117)

Following the Board's decision, the Superintendent or designee shall give final notice of termination to the affected employee(s) before May 15 unless a continuance was granted after a request for hearing was made, in which case such date may be extended by the number of days of the continuance. (Education Code 45117)

If during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies, the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, and that it is therefore necessary to decrease the number of classified employees due to lack of work or lack of funds, the Board may issue a District Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing adopted by the Board, and layoff proceedings shall be carried out as required by law. (Education Code 45117)

When classified positions are eliminated as a result of the expiration of a specifically funded program, the district shall give written notice to the affected employee(s) not less than 60 days prior to the effective date of the layoff informing the employee(s) of the layoff date, any displacement rights, and employment rights. (Education Code 45117)

The district is not required to provide a layoff notice to any person hired as a short-term employee for a period not exceeding 45 60 days whose service may not be extended or renewed. (Education Code 45117)

Additionally, the district may release probationary classified employees without notice or hearing for reasons other than lack of work or lack of funds. (Education Code 45117)

#### Reemployment

Classified employees laid off because of lack of work or lack of funds shall be eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. Reemployment shall be in order of seniority. Persons so laid off also have the right to apply and establish their qualification for vacant promotional positions within the district during the 39-month period. (Education Code 45114, 45298, 45308)

When a vacancy occurs, the district shall give the employee with the most seniority an opportunity to accept or reject the position, by first calling the employee at the employee's last known telephone number to notify the employee of the vacancy and then sending written notice by certified and standard mail to the employee's last known address. The employee shall advise the district of the decision by any means no later than 10 calendar days from the date the notice was sent. If the employee accepts, the employee shall report to work no later than two calendar weeks from the vacancy notification date or on a later date specified by the district.

Upon rejecting two offers of reemployment, the employee's name shall be removed from the reemployment list and the employee will forfeit all reemployment rights to which the employee would otherwise be entitled.

When an employee is notified of a vacancy and fails to respond or report to work within time limits specified by district procedures, the employee's name shall be removed from the reemployment list and all reemployment rights to which he/she the employee would otherwise be entitled shall be forfeited.

If an employee is reemployed in a new position and fails to complete the probationary period in the new position, the employee shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment. (Education Code 45114, 45298)

#### **Reinstatement of Benefits**

When a laid-off employee is reemployed, all accumulated sick leave credit shall be restored.

A laid-off probationary employee shall be reemployed as a probationary employee, and the time served toward the completion of the required probationary period shall be counted. The employee shall also be reemployed with all rights and benefits accorded to him/her at the time of layoff.

A laid-off employee, when reemployed, shall be placed on the salary step held at the time of layoff. An employee who was bumped into a lower class shall, when reinstated to the previous class, be placed on the salary step to which the employee would have progressed had the employee remained there. An adjusted anniversary date shall be established for step increment purposes so as to reflect the actual amount of time served in the district.

#### **Voluntary Demotion or Reduction of Hours**

Classified employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff, or in order to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as employees who are laid off. In addition, such employees shall retain eligibility to be considered for reemployment in their previously held class or position with increased assigned time, for an additional period of time up to 24 months as determined by the Board on a class-by-class basis, provided that the same test of fitness under which they qualified for appointment to that class shall still apply. (Education Code 45114, 45298)

Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall have the option of returning to a position in their former class or to positions with increased assigned time as vacancies become available and without limitation of time. If there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority. (Education Code 45114, 45298)

Legal Reference:

#### <u>State</u>

Ed. Code 45101 Ed. Code 45103 Ed. Code 45105 Ed. Code 45113 Ed. Code 45114 Ed. Code 45115 Ed. Code 45117 Ed. Code 45286 Ed. Code 45297 Ed. Code 45298

Ed. Code 45308 Ed. Code 45309 Gov. Code 11500-11529 Federal 38 USC 4301-4335

#### Management Resources

Court Decision

Court Decision

Website Website

#### **Cross References**

<u>Code</u>
Version Barry Low Control of
1240
4032
4112.9
4112.9-E(1)
4121
4161.11
4161.5
4161.8
4200
4212.9
4212.9-E(1)
4261.1
4261.11
4261.5
4261.8
4312.9
4312.9-E(1)
4361.11
4361.5
4361.8

#### **Description**

Definitions; disciplinary action and cause Classified service in districts not incorporating the merit system Positions under various acts not requiring certification qualifications Notification of charges; classified employees Layoff and reemployment procedures; definitions Layoff; reinstatement from service retirement Notice of layoff; classified employees Limited term employees Right to take equivalent examination while employee in military service Reemployment of persons laid off; voluntary demotions or reductions in time Order of layoff and reemployment; length of service Reinstatement of permanent noncertified employees after resignation Administrative adjudication; formal hearings Description Employment and reemployment rights of members of the uniformed services

#### **Description**

San Mateo City School District v. Public Employment Relations Board (1983) 33 Cal.3d 850 Tucker v. Grossmont Union High School District (2008) 168 Cal.App.4th 640 CSBA District and County Office of Education Legal Services California School Employees Association

#### Description

Volunteer Assistance Reasonable Accommodation **Employee** Notifications **Employee** Notifications Temporary/Substitute Personnel Industrial Accident/Illness Leave Military Leave Family Care And Medical Leave Classified Personnel Employee Notifications **Employee** Notifications Personal Illness/Injury Leave Industrial Accident/Illness Leave Military Leave Family Care And Medical Leave **Employee** Notifications **Employee** Notifications Industrial Accident/Illness Leave Military Leave Family Care And Medical Leave

Regulation 4217.3 approved: September 17, 2012 revised:

# LAKESIDE UNION SCHOOL DISTRICT

### Governing Board Meeting Date: 11/9/23

#### **Agenda Item:**

Board Policy 5141.5: Mental Health

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

Adoption: Policy updated to expand the first philosophical paragraph and reflect the U.S. Surgeon General's NEW GUIDANCE regarding the importance of social connection and the impact of social media on health and well-being. Policy also updated to reflect NEW LAW (SB 14, 2021) which requires the California Department of Education (CDE) to recommend best practices and identify training programs to address student behavioral and mental health, including common psychiatric conditions and substance use disorders, safely deescalating crisis situations involving students with a behavioral health disorder, linking students with referrals, and providing instruction on how to maintain student privacy and confidentiality. Policy also updated to reflect that districts are required to notify students and parents/guardians twice a year about how to access mental health services, NEW LAW (AB 748, 2022) which requires each school site serving students in any of grades 6-12 to create a mental health poster, and NEW LAW (AB 167, 2021) which requires CDE to develop guidelines for the use of telehealth technology in schools.

#### Fiscal Impact (Cost):

N/A

**Funding Source:** 

N/A

#### **Recommended Action:**

- Informational
- □ Discussion
- Approval
- ☑ Adoption

Ratification
 Explanation: Click here to enter text.

Denial

Originating Department/School: Superintendent's Office

#### Submitted/Recommended By:

Approved for Submission to the Governing Board:

Dr. Rhonda Taylor, Superintendent

Lisa DeRosier, Executive Assistant

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

#### Students

The Governing Board recognizes that students' emotional well-being and mental health are critical to their ability to perform to their full academic and personal potential. The Superintendent or designee shall develop strategies and services to reduce the stigma associated with mental illness, facilitate access to mental health services, and help students build resiliency skills, including digital resilience, increase social connections, and cope with life challenges.

The Superintendent or designee shall consult and collaborate with school-employed mental health professionals, the county mental health department, psychologists and other health professionals, social workers, and/or community organizations to strengthen local mental health services and develop and implement an integrated plan to support student mental health.

To the extent possible, the district shall focus on preventive strategies which increase students' connectedness to school, create a support network of peers and trusted adults, and provide techniques for conflict resolution. The district shall investigate and resolve any complaint of bullying, intimidation, harassment, or discrimination in accordance with law and district policy.

The district shall provide instruction to students that promotes their healthy mental, emotional, and social development. Health education courses shall be aligned with the state content standards and curriculum framework and shall include, but not be limited to, instruction related to identifying signs of depression and self-destructive behaviors, developing coping skills, and identifying resources that may provide assistance.

#### Information and Training

The Superintendent or designee shall provide school staff with information and training to recognize the early signs and symptoms of an emerging mental health condition or behavioral health disorder, including common psychiatric conditions and substance use disorders such as opioid and alcohol abuse, identify risk factors and warning signs of suicidal intent, respond to students who have been impacted by traumatic stress, safely deescalate crisis situations involving students with a behavioral health disorder, and link students with effective services, referrals, and supports. Such training shall also provide instruction on how to maintain student privacy and confidentiality. Behavioral health information and training may also be provided to parents/guardians, students, and families. (Education Code 49428.15)

The Superintendent or designee shall develop a protocol for identifying and assessing students who may be suffering from an anxiety disorder, depression, eating disorder, or other severe or disabling mental illness. The Superintendent or designee may establish districtwide or school-site crisis intervention team(s) to respond to mental health concerns in the school setting.

At least twice per school year, the Superintendent or designee shall ensure that each school provides notice regarding how to initiate access to student mental health services on campus and/or in the community. The notification shall be in at least two of the following methods: (Education Code 49428)

- 1. Distributing the information, electronically or in hardcopy, in a letter to parents/guardians, and in a school publication or other document to students
- 2. Including the information, at the beginning of the school year, in the parent handbook for parents/guardians and in student orientation materials or a student handbook
- 3. Posting the information on the school's website or social media

Parents/guardians and students shall each receive two notices on how to initiate access to student mental health services, which may be delivered by different methods. (Education Code 494280)

Each school site that serves students in any of grades 6-12 shall create an age appropriate and culturally relevant poster that identifies approaches and shares resources about student mental health, and that includes the following information: (Education Code 49428.5)

- 1. Identification of common behaviors of those struggling with mental health or who are in a mental health crisis, including, but not limited to, anxiety, depression, eating disorders, emotional dysregulation, bipolar episodes, and schizophrenic episodes
- 2. A list of, and contact information for, school site-specific resources, including, but not limited to, counselors, wellness centers, and peer counselors.
- 3. A list of, and contact information for, community resources, including, but not limited to, suicide prevention, substance abuse, child crisis, nonpolice mental health hotlines, public behavioral health services, and community mental health centers
- 4. A list of positive coping strategies to use when dealing with mental health, including, but not limited to, meditation, mindfulness, yoga, breathing exercises, grounding skills, journaling, acceptance, and seeking therapy
- 5. A list of negative coping strategies to avoid, including, but not limited to, substance abuse or self-medication, violence and abuse, self-harm, compulsivity, dissociation, catastrophizing, and isolating

The poster shall be displayed in English and any primary language spoken by 15 percent or more of the students at the school site and be no smaller than 8.5 by 11 inches and at least 12-point font. The poster shall be prominently and conspicuously displayed in public areas that are accessible to, and commonly frequented by, students at each school site such as bathrooms, locker rooms, classroom hallways, gymnasiums, auditoriums, cafeterias, wellness centers, and offices. Additionally, at the beginning of each school year the poster shall be distributed online to students through social media, websites, portals, and learning platforms. (Education Code 49428.5)

#### **Mental Health Counseling and Referrals**

A school counselor, school psychologist, or school social worker may provide mental health counseling to students in accordance with the specialization(s) authorized on the individual's credential. As needed, students and their parents/guardians may be provided referrals to mental health services in the community and/or to mental health services at or near district schools.

If a student has an emotional or mental illness that limits a major life activity, has a record of such impairment, or is regarded as having such impairment, or may need special education and related services, the student shall be referred for an evaluation for purposes of determining whether any educational or related services are required in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act, as applicable. (Education Code 56301-56302; 29 USC 794; 28 CFR 35.108)

#### **Funding Resources**

The Superintendent or designee shall explore potential funding sources for district programs and services that support student's mental health. In accordance with local plans and priorities, the district may apply to the county for grants for prevention and early intervention activities that are designed to prevent mental illness from becoming severe and disabling and to improve timely access for underserved populations.

#### 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.

<u>State</u>	Description				
Ed. Code 215-216	Student suicide prevention				
Ed. Code 234.6	Bullying and harassment prevention information				
Ed. Code 32280-32289.5	School safety plans				
Ed. Code 49060-49079	Student records				
Ed. Code 49428.1	Student mental health referral protocols				
Ed. Code 49428.15	Identification of evidence-based and evidence-informed training program				
	for schools to address youth behavioral health				
Ed. Code 49428.5	Student mental health poster				
Ed. Code 49600	Responsibilities of school counselors				
Ed. Code 49602	Counseling and confidentiality of student information				
Ed. Code 49604	Suicide prevention training for school counselors				
Ed. Code 51925-51929	Mandatory mental health education				
Ed. Code 56171	Duty to identify and assess children in private schools who need special				
	education services				
Ed. Code 56300-56385	Identification and referral; assessment, instructional planning				
W&I Code 5698	Emotionally disturbed youth; legislative intent				
W&I Code 5840-5840.8	Prevention and early intervention programs				
W&I Code 5850-5883	Mental Health Services Act				
Federal	Description				
20 USC 1400-1482	Individuals with Disabilities Education Act				
28 CFR 35.101-35.190	Americans with Disabilities Act				
29 USC 794	Rehabilitation Act of 1973; Section 504				
34 CFR 300.1-300.818	Individuals with Disabilities Education Act				

Management Resources	Description
California Department of Education Publication	
California Department of Education Publication	Health Education Content Standards for California Public Schools,
5	Kindergarten Through Grade Twelve
California Department of Education Publication	Health Education Framework for California Public Schools, Kindergarten
	Through Grade Twelve, May 2019
CDC and Prevention Publication	School Connectedness: Strategies for Increasing Protective Factors
	Among Youth, 2009
Nat. Child Traumatic Stress Network Publication	n Child Trauma Toolkit for Educators, 2008
US Department of Education Publication	Bipartisan Safer Communities Act Stronger Connections Grant Program,
	Frequently Asked Questions, April 2023
US Department of Health and Human Services	Social Media and Youth Mental Health: The U.S. Surgeon General's
	Advisory, 2023
	s Our Epidemic of Loneliness and Isolation: The U.S. Surgeon General's
Publication	Advisory on the Health Effects of Social Connection and the Community,
	2023
Website	CSBA District and County Office of Education Legal Services
Website	National Child Traumatic Stress Network
Website	National Council for Behavioral Health, Mental Health First Aid
Website	Suicide Prevention Lifeline
Website	Suicide Prevention Resource Center
Website	Substance Abuse and Mental Health Services Administration
Website	American Association of Suicidology
Website Website	American Foundation for Suicide Prevention American Psychological Association
Website Website	California Department of Health Care Services, Mental Health Services
Website Website	Centers for Disease Control and Prevention, Mental Health
Website	National Association of School Psychologists
Website	National Institute for Mental Health
Website	California Department of Education, Mental Health
Website	American School Counselor Association
Website	Office of the Surgeon General
Cross References	
Code	Description
0470	COVID-19 Mitigation Plan
3515.3	District Police/Security Department
3515.31	School Resource Officers
4131	Staff Development
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.6	School Health Services
6142.8	Comprehensive Health Education
6164.5	Student Success Teams
6173.4	Education for American Indian Students

Policy adopted: December 17, 2020 revised: November 9, 2023

# LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

# LAKESIDE UNION SCHOOL DISTRICT

### Governing Board Meeting Date: 11/9/23

#### Agenda Item:

Board Policy and Administrative Regulation 6154: Homework/Makeup Work

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

Adoption: Regulation and Administrative Regulation updated per the Homework Committee.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

**Recommended Action:** 

Informational

Discussion

Approval

□ Adoption

- Denial
- Ratification
- **Explanation:** Click here to enter text.

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Lisa DeRosier, Executive Assistant

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

Approved for Submission to the Governing Board:

Dr. Rhonda Taylor, Superintendent

#### Instruction

#### HOMEWORK/MAKEUP WORK

The Governing Board recognizes that meaningful homework can be a valuable extension of student learning time and assist students in developing good study habits. Homework shall be assigned when necessary to support classroom lessons, enable students to complete unfinished assignments, or review and apply academic content for better understanding.

Students may use technology to assist with homework and/or makeup work in conducting research, correcting grammar and spelling, and learning from educational applications such as tutoring systems and language learning applications, as specified in Board Policy 5131.9 – Academic Honesty and Board Policy 6163.4 – Student Use of Technology.

The Superintendent or designee shall collaborate with school administrators and teachers to develop and regularly review guidelines for the assignment of homework, and responsibilities of staff, students and parents/guardians.

Homework assignments shall be reasonable in length and appropriate to the grade level and course. The Board expects that the number, frequency, and degree of difficulty of homework assignments will increase with the grade level and the maturity of students. Teachers shall assign homework only as necessary to fulfill academic goals and reinforce current instruction.

As needed, teachers may receive training in designing relevant homework assignments that reinforce classroom learning objectives and inspire students' interests.

Although on-time completion of homework is important to maintain academic progress, the Board recognizes that students learn at different rates. Students shall receive credit for work that is completed late in order to encourage continued learning.

Age-appropriate instruction may be given to help students allocate their time wisely, meet their deadlines, learn to work independently, and develop good personal study habits.

At the beginning of the school year, teachers shall communicate homework expectations to students and their parents/guardians. Homework guidelines shall also be included in student and/or parent/guardian handbooks. These communications shall include the manner in which homework relates to achievement of academic standards and course content, the impact of homework assignments on students' grades, any school resources and programs that are available to provide homework support, and ways in which parents/guardians may appropriately assist their children.

Although it is the student's responsibility to undertake assignments independently, parents/guardians may serve as a resource and are encouraged to ensure that their child's homework assignments are completed. Students may also work with other students and use approved outside resources as directed by the teacher.

To further support student's homework efforts, the Superintendent or designee may establish and maintain electronic forums, provide access to school library media centers and technological resources, and/or provide before-school and after school programs where students can receive homework assistance from teachers, volunteers, and/or student tutors. The Board encourages the Superintendent or designee to design class and transportation schedules that will enable students to make use of homework support services.

Teachers shall review all completed homework to assess the student's understanding of academic content and shall provide timely feedback to the student.

If a student repeatedly fails to complete homework, the teacher shall notify the student's parents/guardians as soon as possible so that corrective action can be taken prior to the release of any final grades or report cards.

#### **Makeup Work**

Students who are absent from school shall be given the opportunity to complete all assignments and tests that can be reasonably provided. As determined by the teacher, the assignments and tests shall be equivalent to, but not necessarily identical to, the assignments and tests missed during the absence. Students shall receive full credit for work satisfactorily completed within a reasonable period of time.

The Superintendent or designee shall notify parents/guardians that no student may have a grade reduced or lose academic credit for any excused absence when missed assignments and tests are satisfactorily completed within a reasonable period of time. Such notification shall include the full text of Education Code 48205. (Education Code 48980)

#### **Suspended Students**

When a parent/guardian of a student who has been suspended for two or more school days requests homework that the student would otherwise have been assigned, the student's teacher shall provide such homework. If a homework assignment is requested and is turned in to the teacher by the student either upon the student's return from suspension or within the timeframe originally prescribed by the teacher, whichever is later, and is not graded before the end of the academic term, the homework assignment shall not be included in the calculation of the student's overall grade in the class. (Education Code 48913.5)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the suspension. (Education Code 48913)

#### 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.

State	Description
Ed. Code 46120	Expanded Learning Opportunities Program
Ed. Code 48205	Absence from school for jury duty or precinct board service
Ed. Code 48913	Completion of work missed by suspended student
Ed. Code 48913.5	Suspended students; homework assignments
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 56341.1	Assistive technology devices for a student with a disability
Ed. Code 8420-8428	21st Century High School After School Safety and Enrichment for Teens
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers

<u>Federal</u> 20 USC 1401 20 USC 7171-7176	Description Assistive technology device; definition 21st Century Community Learning Centers
Management Resources CSBA Publication	<u>Description</u> Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, Governance Brief, July 2016
USDOE Office of Educational Technol Publication Website Website Website Website <b>Cross References</b>	ogy Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations, May 2023 Metropolitan Educational Research Consortium CSBA District and County Office of Education Legal Services California State Parent Teacher Association CSBA
Code	Description
0470	COVID-19 Mitigation Plan
1240	Volunteer Assistance
1240	Volunteer Assistance
1700	Relations Between Private Industry And The Schools
3541	Transportation Routes And Services
4131	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5113	Absences And Excuses
5113	Absences And Excuses
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5131.9	Academic Honesty Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.1	Parent/Guardian Notifications
5145.6 5145.6-E(1)	Parent/Guardian Notifications
5145.6-E(1) 5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6112	School Day
6112	School Day
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6142.4	Service Learning/Community Service Classes
6159	Individualized Education Program
6159	Individualized Education Program
6163.1	Library Media Centers
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6176	Weekend/Saturday Classes
6177	Summer Learning Programs

Policy 6154 adopted: September 17, 2012 revised: November 9, 2023 LAKESIDE UNION SCHOOL DISTRICT Lakeside, California

#### Instruction

#### **HOMEWORK/MAKEUP WORK**

#### **Purpose of Homework**

The purpose of homework is to strengthen academic skills, reinforce concepts taught by teachers, develop student responsibility and accountability, and promote parent awareness. Positive results of homework include better retention of factual knowledge, increased understanding of material, improved critical thinking, concept formation and information processing skills, as well as enrichment of the core curriculum. Our goal is to create assignments that promote one or more of these outcomes. We recognize that homework is not the only circumstance under which after-school learning takes place. Many leisure-time activities teach important academic and life skills. We believe in the importance of balancing leisure, learning and family time.

#### Definition

Homework is an independent activity to be accomplished outside of the school day. At times, it may require some parental help. Homework may be used as part of the student's overall evaluation and to locate problems in student progress. Not all homework assignments will be formally evaluated. Homework will fall into one or more of the following categories:

- Practice Activities to reinforce skills such as studying spelling words and practicing math facts.
- Preparation Assignments designed to provide background information and focus on future class activities. Studying for tests and reading supplementary materials are examples of such homework assignments.
- Extension/Creativity Activities such as book reports, group projects, and research for reports are examples of such homework.
- Leisure reading Expands vocabulary, increases cumulative language experiences, improves writing quality, and promotes life-long learning.
- Unfinished class work or work missed due to absences, although accomplished outside of the school day, is not included in the school's definition of homework. Missed or alternative class work, as well as homework is assigned after a student's absence. Regular school attendance is critical for student academic success.

#### **Amount of Homework**

The amount of homework assigned shall be related to the maturity and ability level of the students in a given class. The following chart should be used as a guide for teachers and students. These schedules can be used as guidelines for parents and teachers in monitoring student time devoted to homework. Teachers are not required to assign homework.

Grade level(s)	Recommended Range of Time/Day (if assigned, not to exceed)
TK/K	20 minutes
1st/2nd	30 minutes
3rd - 5th	45 minutes
6th - 8th	90 minutes* (includes all classes/coursework)

\*Be advised that students on occasion may spend more than one hour and/or more completing schoolwork, as time at home may be spent doing assigned homework, long-term projects, and completing unfinished classroom assignments. Students have varying abilities to use class time efficiently, and the amount of time spent on homework varies from one child to another.

#### Student's Responsibility

It is the responsibility of the student to record and understand the homework assignment, complete it, and return it to school on the required day. Students should also communicate their level of understanding of the homework with their teachers as well.

#### Parent's Responsibility

It is the responsibility of the parent to set a specific time and place for doing homework and to monitor the student's homework. Parents who have concerns about homework should contact their child's teacher. Parents should provide guidance to students, not answers.

#### **Teacher's Responsibility**

Teachers will be responsible for assigning homework to students and for providing the necessary explanation and direction required ensuring that the students can accomplish the work with reasonable success. The teacher will also monitor, assess, and acknowledge homework results for parents and students. Specific classroom homework guidelines will be established by each teacher in accordance with the district policy taking into consideration students with specific needs and abilities. Teachers will share their homework guidelines with parents at the beginning of the school year.

- The length and frequency of homework assignments will take into account the developmental level of students in the class as well as the resources available at home.
- Students can expect assignments that help them practice skills already learned, prepare them to learn new skills in class, and require them to apply learned skills to new situations outside of school.
- Homework will generally focus on skills and material already learned, on extending these skills, or on the integration of skills already possessed by the student.

#### **Homework Tips for Parents**

- 1. Be a stage manager. Make sure your child has a quiet, well-lit place to do homework. Make sure the needed materials are available.
- 2. Be a motivator. Homework provides a great opportunity for you to tell your child how important school is. The positive attitude you express about homework will be the attitude your child acquires.
- 3. Be a role model. Help your child see that the skills he or she is practicing are related to the things you do as an adult. Example: Demonstrate your interest in reading. Read in front of your child.
- 4. Be a mentor and a monitor. Homework is one way for children to develop independent, life-long learning skills. Watch your child for signs of failure and frustration. If your child asks for help, provide guidance, not answers. If frustration sets in, suggest a short break. If you want additional homework, select appropriate enrichment or reinforcement activities.

### **Homework Tips for Parents**

- 1. Be a stage manager. Make sure your child has a quiet, well-lit place to do homework. Make sure the needed materials are available.
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# LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: N	November 9, 2023
Agenda Item:	
Enrollment Report Month 2 (9/	18/2023 – 10/13/2023)
Background (Describe purpose/ra	ationale of the agenda item):
Fiscal Impact (Cost):	
Funding Source:	
Addresses Emphasis Goal(s):	
#1: Academic Achievement	#2: Social Emotional     #3: Physical Environments
Recommended Action:	
Informational	Denial/Rejection
Discussion	Ratification
Approval     Adoption	<b>Explanation:</b> Click here to enter text.

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Lisa Davis, Assistant Superintendent

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

Dr. Rhonda Taylor, Superintendent

LAKESID	<b>DE UNIC</b>	<b>DN SCHO</b>	OL DIST	RICT			MON	TH 2		9/18/2	2023 - 10/1	3/2023	DATE: 10/31/2023
											M2	M2	
											23/24	22/23	
SCHOOL	ТК	K	1	2	3	4	5	6	7	8	TOTAL	TOTAL	VARIANCE
LAKESIDE FARMS	70	98	95	110	106	91	102				672	665	7
LAKEVIEW	39	94	99	125	100	112	95				664	655	9
LEMON CREST	23	65	71	73	71	72	75				450	478	-28
LINDO PARK	23	58	64	62	74	75	82				438	424	14
RIVERVIEW				132	125	130	112				499	538	-39
WINTER GARDENS	131	121	46								298	305	-7
LAKESIDE MIDDLE								258	222	199	679	679	0
TIERRA DEL SOL								273	223	261	757	714	43
DREAM ACADEMY	3	9	7	8	5	10	10	8	9	11	80	54	26
NPS/RTC		1	0	1	0	0	2	1	1	0	6	5	1
DISTRICT TOTAL	289	446	382	511	481	490	478	540	455	471	4,543	4,517	26
YEAR OVER YEAR CO	MPARIS	ON											
MONTH	AUG	AUG	SEP	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
MONTH	<b>M0</b>	M1	M2	M3	M4	M5	M6	M7	<b>M8</b>	M9	M10	M11	
2023-2024	4,544	4,543	4,543										
2022-2023	4,566	4,519	4,517	4,535	4,531	4,513	4,543	4,527	4,532	4,528	4,516	4,497	
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		
BARONA INDIAN		GRADE	TK/K	1	2	3	4	5	6	7	8	TOTAL	
CHARTER SCHOOL			15	8	8	11	13	6	10	8	3	82	
RIVER VALLEY		GRADE	7	8	9	10	11	12				TOTAL	
CHARTER SCHOOL			21	34	39	41	44	41				220	

# LAKESIDE UNION SCHOOL DISTRICT

### Governing Board Meeting Date: Nov. 9, 2023

#### Agenda Item:

Quarterly Investment Reports, San Diego County Treasury Investment Pool as of quarter ended on September 30, 2023.

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

Reports for disclosure of district investments pursuant to Government Code Section 53646. Exhibit A reports the quarterly cash balance of all district funds invested in the San Diego County Treasury Investment Pool.

#### Fiscal Impact (Cost):

N/A

#### Funding Source:

N/A

## Addresses Emphasis Goal(s):

Image: #1: Academic AchievementImage: #2: Social EmotionalImage: #3: Physical Environments

#### **Recommended Action:**

- ☑ Informational □ Denial/Rejection
- □ Discussion □ Ratification
- 🛛 Approval
- □ Adoption

Originating Department/School: Business Services

Submitted/Recommended By:

a l

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

Dr. Rhonda Taylor Superintendent

Approved for Submission to the Governing Board:

Lisa Davis, Assistant Superintendent

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

Exhibit A

District Superintendent and Governing Board of the Lakeside Union School District

#### Quarterly Report of Chief Financial Officer Regarding Disclosure of District Investments

Pursuant to Government Code Section 53646, you are hereby notified that as of the quarter ended September 30, 2023 the funds of the Lakeside Union School District were invested in the San Diego County Investment Pool Balances by fund shown below:

	San Diego County Treasury Investment Pool	\$ 34,568,985.07
0100	General Fund	\$ 22,402,284.67
0800	ASB	\$ 72,628.83
1200	Child Development	\$ 3,960,135.29
1300	Child Nutrition	\$ 3,883,303.03
1500	Pupil Transportation-Equip.	\$ 10,384.41
1742	Special Reserve Other Than Capital Outlay	\$ 252.98
2139	Building Fund (Bond)	\$ 22,280.30
2519	Capital Facilities/Developer Fees	\$ 1,767,034.05
4000	Special Reserves/Capital Projects	\$ 2,450,681.51

Annualized Interest Rate as of 9/30/2023 is 3.490%

All funds received or collected by the Lakeside Union School District are deposited into the County Treasury with the exception of those allowed by Education Code 41002.5 Such exceptions may be deposited in financial institutions whose accounts are federally insured. Examples of such funds for LUSD are ASB funds, cafeteria funds and ESS funds.

I, Lisa Davis, Assistant Superintendent of the Lakeside Union School District, hereby certify that the information contained in this report, including the attachments, is accurate and correct to the best of my knowledge.

Lisa Davis Assistant Superintendent

Date

## San Diego County Office of Education SD County Pool Interest Rate 2023-24 Fiscal Year

	Interest Rate					
Quarter Ending	Quarterly	Annualized				
September 30, 2023	0.8726082%	3.490%				
December 31, 2023		0.000%				
March 31, 2024		0.000%				
June 30, 2024		0.000%				
Annualized Rate		3.490%				

Quarterly interest factor x4 = annualized interest rate Add quarterly interest rates divided by 4 = annualized rate for the year

		C	ommittees				7
2023	Jim	Autumn	Andrew	Lara	Ron	All	
Benefits			Х	Alt			
Calendar	Alt	X					
Curriculum		X	Alt				
Homework				Alt	Х		
Interviews						Х	As needed
Report Cards							
Tech				Х	Alt	1.M - 10000-000	
Wellness	Alt			Х			

# LAKESIDE UNION SCHOOL DISTRICT

#### Governing Board Meeting Date: 11/9/23

#### Agenda Item:

Board Policy and Exhibit 0420.41: Charter School Oversight

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

First Reading: Policy updated to reflect that the Governing Board may deny a request for an expansion that constitutes a material revision to a charter if the request to expand operations is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate or the district is not in a position to absorb the fiscal impact of the proposed charter school, and to include a general reference to exemptions from the geographic boundary requirement that charter schools be located within the geographic boundaries of the authorizing district. Policy also updated to include that the district may charge the charter school for the actual costs of supervisorial oversight up to one percent of the charter school's revenue it the district provides the charter school with facilities and charges the charter school a pro-rata share of the facilities costs. Additionally, policy updated to reference additional components that must be included in the procedures specified in the charter for when a charter school ceases operation.

Exhibit updated to include that admission preferences may not result in limited enrollment access for specified students and that mandatory parental volunteer hours may not be the basis of a preference or criterion for admission or continued enrollment, reflect NEW LAW (AB 181, 2022) which requires identified schools to complete and adopt an Individuals with Disabilities Act Addendum as part of the local control and accountability adoption and annual update, delete the requirement, based on changed guidance from the California Department of Education, to offer transitional kindergarten if the charter school offers a kindergarten program, add material regarding exemption for eligible students with disabilities from coursework and other requirements adopted by the charter school board that are in addition to the statewide course requirements, reflect NEW LAW (AB 748, 2022) which requires each school serving students in any of grade 6-12 to create and prominently display, as specified, a student mental health poster, and clarify that the charter school's policy on bullying and harassment be posted on the charter school's website.

#### Fiscal Impact (Cost):

N/A

#### **Funding Source:**

N/A

#### **Recommended Action:**

- □ Informational
- **⊠** Discussion
- □ Approval
- □ Adoption

- Denial
- □ Ratification
- **Explanation:** Click here to enter text.

## Originating Department/School: Superintendent's Office

Submitted/Recommended By:	Approved for Submission to the Governing Board:
M.P.	Chenda Jayla
Lisa DeRosier, Executive Assistant	Dr. Rhonda Taylor, Superintendent
VIC	
Reviewed by Cabinet Member:	Dave

#### Philosophy, Goals, Objectives, and Comprehensive Plans

#### **CHARTER SCHOOL OVERSIGHT**

The Governing Board recognizes its ongoing responsibility to oversee that any charter school authorized by the Board is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

#### (cf. 0420.4 - Charter School Authorization) (cf. 0500 - Accountability)

The Superintendent or designee shall identify at least one staff member to serve as a contact person for each charter school authorized by the Board. (Education Code 47604.32)

The Superintendent or designee shall visit each charter school at least annually and may inspect or observe any part of the charter school at any time. (Education Code 47604.32, 47607)

The Superintendent or designee shall attend meetings of the charter school governing body whenever possible and shall periodically meet with a representative of the charter school.

#### Waivers

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the Superintendent or designee submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall submit such a waiver request to the SBE on behalf of the charter school.

#### **Provision of District Services**

The charter school may purchase administrative or other services from the district or any other source. (Education Code 47613)

Whenever the district agrees to provide administrative or support services, the district and charter school shall develop a memorandum of understanding which clarifies the financial and operational agreements between the district and charter school.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school for the actual costs of the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

#### **Material Revisions to Charter**

Material revisions to a charter may only be made with Board approval. Material revisions shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive

description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

# The Board shall determine whether a proposed change in charter school operations would constitute a material revision of the approved charter.

If an approved charter school proposes to establish or move operations to one or more additional sites, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations. The Board shall consider approval of the additional locations at an open, **public** meeting. (Education Code 47605)

Pursuant to Education Code 47605, the Board may deny a request to expand operations if it finds that the proposed expansion would render the charter school demonstrably unlikely to serve the interests of the entire community in which the school is located or proposes to locate. In making this finding, the Board shall consider all of the following:

- 1. The fiscal impact of the proposed expansion on the district
- 2. The extent to which the expansion would substantially undermine existing services, academic offerings, or programmatic offerings
- 3. Whether the expansion would duplicate a program currently offered within the district that has sufficient capacity for the students proposed to be served

Additionally, pursuant to Education Code 47605, the Board may deny a request to expand charter school operations if it finds that the district is not positioned to absorb the fiscal impact of the proposed charter school expansion. The Board shall make this finding if the district has a qualified interim certification pursuant to Education Code 42131 and the County Superintendent of Schools, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the district having a negative interim certification pursuant to Education Code 42131, or if the district has a negative interim certification pursuant to Education Code 42131, or is under state receivership.

#### **Location of Charter Schools**

Except when permitted to operate outside district boundaries pursuant to Education Code 47605 and 47605.1, a charter school shall be located within district boundaries. (Education Code 47605.1)

The Board shall have the authority to determine whether a proposed change in charter school operations constitutes a material revision of the approved charter.

#### **Monitoring Charter School Performance**

Any charter school authorized by the Board shall be The Superintendent or designee shall regularly-monitored by the Superintendent or designee to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools by law, as specified in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor the each charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both schoolwide and for each numerically significant student subgroup served by the school, as defined in Education Code 52052. This determination shall be based on the measures specified in the approved charter petition and any applicable memorandum of understanding, and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), as reported in the California School Dashboard.

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the charter school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

#### (cf. 7160 Charter School Facilities)

The district may charge up to one percent of a charter school's revenue for the actual costs of supervisorial oversight of the school. However, if the district is able to provide substantially rent-free facilities to the charter school, the district may charge up to three percent of the charter school's revenue for actual costs of supervisorial oversight, if the facility is provided under Education Code 47614, the pro-rata share facilities costs calculated pursuant to 5 CCR 11969.7. If the district charges the pro-rata share, it may also charge one percent of the charter school's revenue in oversight fees. (Education Code 47613)

#### Fees/Charges for Supervisorial Oversight

The district may charge for district supervisorial oversight as follows: (Education Code 47613; 5 CCR 11969.7)

- 1. Actual costs up to one percent of the charter school's revenue.
- 2. Actual costs up to three percent of the charter school's revenue if the district provides the charter school substantially rent-free facilities.

If the district provides the charter school with facilities under Education Code 47614 and charges the charter school a pro-rata share of the facilities costs calculated pursuant to 5 CCR 11969.7, the district may only charge the charter school for the actual costs of supervisorial oversight up to one percent of the charter school's revenue.

3. Actual costs if the district is assigned supervisorial oversight responsibility for the charter school by SBE when authorized on appeal

**Technical Assistance/Intervention** 

Whenever If, in three out of four consecutive school years, a charter school is identified for technical assistance based on the performance of one or more numerically significant student subgroups on SBE-established criteria, the charter school shall receive technical assistance from the County Superintendent. Such technical assistance shall be focused on building the charter school's capacity to develop and implement actions and services

responsive to student and community needs, include, but not limited to, any of the following fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the district: (Education Code 47607.3)

- 1. Shall provide technical assistance to the charter school based on the California School Dashboard Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code 47605(c). This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.
- 2. May request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074 Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school. Another service provider, including, but not limited to, a school district, county office of education, or charter school, may be solicited to act as a partner to the charter school in need of technical assistance.
- 3. Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in Items #1 and 2 or substantially similar activities, or has selected another service provider to work with the charter school to complete the activities described in Items #1 and 2 or substantially similar activities, and ongoing communication with the Board to assess the charter school's progress in improving student outcomes.

In addition, if, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the County Superintendent may request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074. (Education Code 47607.3; 52072)

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to the academic achievement of all numerically significant subgroups of students served by the charter school. (Education Code 47607, 47607.2)

#### Complaints

Each charter school shall establish and maintain policies and procedures to enable any person to file a complaint, in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4670 to enable any person alleging the school's noncompliance with Education Code 47606.5 or 47607.3 to file a complaint with the charter school. (Education Code 52075)

#### (cf. 1312.3 - Uniform Complaint Procedures)

A complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code 52075)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)

#### **School Closure**

In the event that the Board revokes or denies renewal of a charter or the charter school ceases operation for any reason, the Superintendent or designee shall provide assistance, when applicable in accordance with the charter and/or a memorandum of understanding MOU, **provide assistance** to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out of the charter school.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's actions, if renewal of the charter is denied, the charter is revoked, or the charter school will cease operation for any reason. Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1)

Legal Reference: EDUCATION CODE 215 Suicide prevention policy 215.5 Suicide prevention hotline contact information on student identification cards 220 Nondiscrimination 221.61 Posting of Title IX information on website 221.9 Sex equity in competitive athletics 234.4 Mandated policy on bullying prevention 234.7 Student protections relating to immigration and citizenship status 17280-17317 Field Act 17365-17374 Field Act, fitness for occupancy 32282 Comprehensive safety plan 32283.5 Online training on bullying prevention 33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act 35330 Field trips and excursions; student fees 38080-38086 School meals 39831.3 Transportation safety plan 39843 Disciplinary action against bus driver; report to Department of Motor Vehicles 41024 Report of expenditure of state facility funds 42100 Annual statement of receipts and expenditures 44030.5 Reporting change in employment status due to alleged misconduct

44237 Criminal record summary 44691 Information on detection of child abuse 44830.1 Certificated employees, conviction of a violent or serious felony 45122.1 Classified employees, conviction of a violent or serious felony 45125.1 Fingerprinting; employees of contracting entity 47600-47616.7 Charter Schools Act of 1992 47634.2 Nonclassroom-based instruction 47640-47647 Special education funding for charter schools 47651 Apportionment of funds, charter schools 48000 Minimum age of admission for kindergarten; transitional kindergarten 48010-48011 Minimum age of admission (first grade) 48206.3-48208 Students with temporary disabilities; individual instruction 48850-48859 Educational placement of foster youth and homeless students 48907 Students' exercise of free expression; rules and regulations 48950 Student speech and other communication 49005-49006.4 Seclusion and restraint 49061 Student records 49073.2 Privacy of student and parent/guardian personal information 49110 Authority to of issue work permits 49414 Epinephrine autho-injectors 49475 Health and safety, concussions and head injuries 49557.5 Child Hunger Prevention and Fair Treatment Act of 2017 49564 Meals for needy students 51224.7 Mathematics placement policy 51745-51749.36 Independent study 51930-51939 California Healthy Youth Act 52052 Accountability; numerically significant student subgroups EDUCATION CODE 52060-52077 Local control and accountability plans 52075 Uniform complaint procedures 56026 Special education 56145-56146 Special education services in charter schools 60600-60649 Assessment of academic achievement 60850-60859 High school exit examination 64000 Categorical programs included in consolidated application 64001 School plan for student achievement, consolidated application programs 65000-65001 School site councils 69432.9 Cal Grant program; notification of grade point average CORPORATIONS CODE 5110-6910 Nonprofit public benefit corporations GOVERNMENT CODE 1090-1099 Prohibitions applicable to specified officers 3540-3549.3 Educational Employment Relations Act 6250-6270 California Public Records Act 54950-54963 Ralph M. Brown Act 81000-91014 Political Reform Act of 1974 HEALTH AND SAFETY CODE 104420 Tobacco Use Prevention Education grant program 104559 Tobacco-free schools LABOR CODE 1198.5 Personnel records related to performance and grievance PENAL CODE 667.5 Definition of violent felony 1192.7 Definition of serious felony **VEHICLE CODE** 28160 Child safety alert system CALIFORNIA CONSTITUTION Article 9, Section 5 Common school system Article 16, Section 8.5 Public finance; school accountability report card

CODE OF REGULATIONS, TITLE 5 4600-4687 Uniform complaint procedures 11700.1-11705 Independent study 11960-11969 Charter schools **CODE OF REGULATIONS. TITLE 24** 101 et seq. California Building Standards Code UNITED STATES CODE, TITLE 20 1681-1688 Title IX of the Education Amendments of 1972; discrimination based on sex 6311 State plan 7221-7221 Charter schools UNITED STATES CODE, TITLE 42 11431-11435 McKinney-Vento Homeless Assistance Act CODE OF FEDERAL REGULATIONS, TITLE 34 200.1-200.78 Accountability **COURT DECISIONS** Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal. App. 4th 986 ATTORNEY GENERAL OPINIONS Opinion No. 11-201 (2018) 89 Ops. Cal. Atty. Gen. 166 (2006) 80 Ops.Cal.Atty.Gen. 52 (1997) 78 Ops.Cal.Atty.Gen. 297 (1995) CALIFORNIA OFFICE OF ADMINISTRATIVE HEARINGS DECISIONS Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763

Management Resources:

**CSBA PUBLICATIONS** Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018 Charter Schools: A Guide for Governance Teams, rev. 2016 CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS California School Accounting Manual Sample Copy of a Memorandum of Understanding Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017 Special Education and Charter Schools: Questions and Answers, September 10, 2002 U.S. DEPARTMENT OF EDUCATION GUIDANCE Charter Schools Program: Title V, Part B of the ESEA, January 2014 WEB SITES CSBA: http://www.csba.org California Charter Schools Association: http://www.calcharters.org California Department of Education, Charter Schools: http://www.cde.ca.gov/sp/cs National Association of Charter School Authorizers: http://www.qualitycharters.org U.S. Department of Education: http://www.ed.gov

**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.

<u>State</u>	Description	
5 CCR 11700-11705	Independent study	
5 CCR 11960-11969.10	Charter schools	
5 CCR 4600-4670	Uniform complaint procedures	
Bus. And Prof. Code 7583.45	Training for security officers	
CA Constitution Article 16, Section 8.5	Public finance; school accountability report card	
CA Constitution Article 9, Section 5	Common school system	
Corp. Code 5110-6910	Nonprofit public benefit corporations	
Ed. Code 1006	Prohibition against school district employees serving on county board of education	)f
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act	
Ed. Code 17280-17317	Field Act; approval of plans and supervision of constructionField Act; fitness for occupancy; liability of board members	ò
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members	ř.

Ed. Code 215 Ed. Code 215.5 Ed. Code 220 Ed. Code 221.61 Ed. Code 221.9 Ed. Code 222 Ed. Code 222.5 Ed. Code 231.5 Ed. Code 234.4 Ed. Code 234.6 Ed. Code 234.7 Ed. Code 32280-32289.5 Ed. Code 32283.5 Ed. Code 33479-33479.9 Ed. Code 35179.4-35179.6 Ed. Code 35183.1 Ed. Code 35292.6 Ed. Code 35330 Ed. Code 38001.5 Ed. Code 38080-38086 Ed. Code 39831.3 Ed. Code 39843 Ed. Code 41024 Ed. Code 42100 Ed. Code 44030.5 Ed. Code 44237 Ed. Code 44258.9 Ed. Code 44691 Ed. Code 44830.1 Ed. Code 45122.1 Ed. Code 45125.1 Ed. Code 46015 Ed. Code 46390-46393 Ed. Code 47600-47616.7 Ed. Code 47634.2 Ed. Code 47640-47647 Ed. Code 47651 Ed. Code 48000 Ed. Code 48010 Ed. Code 48206.3-48208 Ed. Code 48850-48859 Ed. Code 48901.1 Ed. Code 48907 Ed. Code 48913.5 Ed. Code 48950 Ed. Code 48985 Ed. Code 49005-49006.4 Ed. Code 49010 Ed. Code 49011 Ed. Code 49014 Ed. Code 49061 Ed. Code 49062.5 Ed. Code 49070 Ed. Code 49073.2

Suicide prevention policies Student identification cards; inclusion of safety hotlines **Prohibition of discrimination** Posting of Title IX information on website Sex equity in competitive athletics Reasonable accommodations; lactating students Pregnant and parenting students; notification of rights Sexual harassment policy Mandated policy on bullying prevention **Bullying and harassment prevention information** Student protections relating to immigration and citizenship status School safety plans **Bullving**: online training The Eric Parades Sudden Cardiac Arrest Prevention Act Interscholastic athletic programs, safety; swimming pool safety that is not part of interscholastic athletic program Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance Stocking of menstrual products Field trips and excursions; student fees Training for security officers School meals Transportation safety plan Disciplinary action against bus driver; report to Department of Motor Vehicles Report of expenditure of state facility funds Annual statement of receipts and expenditures Reporting change in employment status due to alleged misconduct Criminal record summary Monitoring of teacher assignments Information on detection of child abuse; annual training Certificated employees; conviction of a violent or serious felony Classified employees; conviction of a violent or serious felony Criminal records summary; employees of contracting entity Accommodations for pregnant and parenting students; parental leave Emergency average daily attendance **Charter Schools Act of 1992** Nonclassroom-based instruction Special education funding for charter schools Apportionment of funds; charter schools Minimum age of admission for kindergarten; transitional kindergarten Minimum age of admission (first grade) Students with temporary disabilities; individual instruction Education of foster youth and homeless students Suspension and expulsion; willful defiance Exercise of free expression; time, place and manner rules and regulations Suspended students; homework assignments Speech and other communication Notices to parents in language other than English Seclusion and restraint **Pupil** fees Student fees **Public School Fair Debt Collection Act** Definitions; directory information Student records; name or gender change Challenging student records 00 Privacy of student and parent/guardian personal information; minuges of board meeting

Ed. Code 49076.7 Ed. Code 49110 Ed. Code 49381 Ed. Code 49414 Ed. Code 49414.3 Ed. Code 49428 Ed. Code 49428.5 Ed. Code 49430-49434 Ed. Code 49431.9 Ed. Code 49475 Ed. Code 49501.5 Ed. Code 49557.5 Ed. Code 49564 Ed. Code 49564.3 Ed. Code 49700-49701 Ed. Code 51224.7 Ed. Code 51225.1-51225.2 Ed. Code 51225.3 Ed. Code 51225.6 Ed. Code 51225.7-51225.8 Ed. Code 51413 Ed. Code 51744-51749.6 Ed. Code 51925-51929 Ed. Code 51930-51939 Ed. Code 52052 Ed. Code 52060-52077 Ed. Code 52075 Ed. Code 56026 Ed. Code 56040.3 Ed. Code 56145-56146 Ed. Code 56365-56366.12 Ed. Code 56521.1-56521.2 Ed. Code 60600-60648.5 Ed. Code 64000 Ed. Code 64001 Ed. Code 65000-65001 Ed. Code 69432.9-69432.92 Gov. Code 1090-1099 Gov. Code 3540-3549.3 Gov. Code 3555-3559 Gov. Code 54950-54963 Gov. Code 7920.000-7930.215 Gov. Code 81000-91014 H&S Code 104420 H&S Code 104559 Lab. Code 1198.5 Lab. Code 3074.2 Pen. Code 1192.7 Pen. Code 667.5 Veh. Code 28160 Federal 20 USC 1681-1688

20 USC 6311

Student records; data privacy; social security numbers Authority to issue work permits Human trafficking prevention Epinephrine auto-injectors Administration of opioid antagonist Notification of mental health services **Employment of medical personnel** The Pupil Nutrition, Health, and Achievement Act of 2001 Prohibition of advertisement of non-nutritious foods Health and safety; concussions and head injuries Free breakfast and lunch to all students Child Hunger Prevention and Fair Treatment Act of 2017 Meals for needy students Provision of federal universal meal service Education of children of military families Mathematics placement policy Exemption from local graduation requirements; acceptance of coursework High school graduation requirements Instruction in cardiopulmonary resuscitation; districts that require health education for graduation Completion and submission of the Free Application for Federal Student Aid and California Dream Act Application Diploma of graduation without passage of high school exit examination Independent study Mandatory mental health education California Healthy Youth Act Accountability; numerically significant student subgroups Local control and accountability plan Uniform complaint procedures Special education Availability of assistive technology device Special education services in charter schools Nonpublic, nonsectarian schools **Emergency Interventions** Assessment of academic achievement Categorical programs included in consolidated application School plan for student achievement; consolidated application programs School site councils Cal Grant program; notification of grade point average and high school graduation Prohibitions applicable to specified officers **Educational Employment Relations Act** Public employee communication, information and orientation The Ralph M. Brown Act California Public Records Act Political Reform Act of 1974 **Tobacco Use Prevention Education grant program** Tobacco-free schools Personnel records related to performance and grievance College and career fairs; notice to apprenticeship programs Definition of serious felony **Definition of violent felony** Child safety alert system

Description Title IX of the Education Amendments of 1972; discrimination bas sex State plan

20 USC 7221-7221j	Charter schools
34 CFR 200.1-200.78	Accountability
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
Management Resources	Description
Attorney General Opinion	104 Ops.Cal.Atty.Gen. 66 (2021)
Attorney General Opinion	101 Ops.Cal.Atty.Gen. 92 (2018)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops. Cal. Atty. Gen. 52 (1997)
CA Department of Education Publication	California School Accounting Manual
	s Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763
California Department of Education Publication	n Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
California Dept. of Pesticide Reg. Publication	School District Integrated Pest Management Plan Template
	n Pursuing Victory with Honor, 1999
Publication	······································
Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District (2005)
	130 Cal.App.4th 986
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. 2021
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student
	Achievement and Effective Governance in California's Charter Schools,
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U.S. DOE Guidance	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory
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Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture
Website	National Suicide Prevention Lifeline
Website	National Domestic Violence Hotline
Website	California State Teachers Retirement System
Website	California Public Employees Retirement System
Website	California Department of General Services, Office of Administrative
" costic	Hearings
Website	California Commission on Teacher Credentialing
Website	California Commission on Peace Officer Standards and Training
Website	California Bureau of Security and Investigative Services
Website	California State Controller
Website	California Department of Pesticide Regulation
Website	California Student Aid Commission
Website	National Association of Charter School Authorizers
Website	California Charter Schools Association
Website	California Department of Education, Charter Schools
Website	California Interscholastic Federation
Website	California Office of the Attorney General
Website	CSBA
Website	U.S. Department of Education
Cross References	0.5. Department of Lancation
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Code	Description
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0420.4	Charter School Authorization
0420.4 0420.42	Charter School Renewal
0420.42	Charter School Revocation
0420.45 0460	Level Control And Accounterbility Plan
	Local Control And Accountability Plan
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1312.3	Uniform Complaint Procedures
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1312.3	<b>Uniform Complaint Procedures</b>
1431	Waivers
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
7160	<b>Charter School Facilities</b>
7160	<b>Charter School Facilities</b>

Policy 0420.41 adopted: September 17, 2012 revised: March 12, 2020

#### **CHARTER SCHOOL OVERSIGHT**

#### **REQUIREMENTS FOR CHARTER SCHOOLS**

A Ccharter schools shall be subject to the terms of their its charters; any memorandum of understanding between the school and the district Governing Board with their chartering authority;; the state and federal constitutions; applicable federal laws; state laws that apply to governmental agencies in general; and other legal requirements that are expressly applicable to charter schools, including, but not limited to, the following requirements that each charter school:.

#### Governance

- 1. Comply with the Ralph M. Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 7920.000-7930.215), conflict of interest laws (Government Code 1090-1099), and Political Reform Act (Government Code 81000-91014), including the adoption of a conflict of interest code pursuant to Government Code 87300 (Education Code 47604.1)
- 2. Except as otherwise authorized by Government Code 54954, hold the meetings of its governing body within the physical boundaries of the county in which the charter school is located or, if a nonclassroom-based charter school that does not have a facility or operates one or more resource centers, hold governing body meetings within the physical boundaries of the county in which the greatest number of students enrolled in the charter school reside. In addition, a two-way teleconference location shall be established at the school site and/or resource center, as applicable. (Education Code 47604.1)
- 3. The charter school's executive director or any of the charter school's employees shall not serve as a member of the county board of education in the county where the charter school is located (Education Code 1006; Government Code 1099)

#### Operations

- 4. Not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)
- 5. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)

#### Admission/Enrollment

6. Adhere to all laws establishing minimum age for public school attendance (Education Code 47610)

- 7. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)
- 8. Serve students with disabilities in the same manner as such students are served in other <del>public</del> district schools (Education Code 47646, 56145)
- 9. Admit all students who wish to attend the **charter** school, according to the following criteria and procedures:
  - a. Admission to the charter school shall not be determined according to the student's **or parent/guardian's** place of residence, or that of his/her parents/guardians, within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the that school's former attendance area. (Education Code 47605)

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admission preference for students who are currently enrolled in the that public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

- b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance, except for existing students of the charter school, shall be determined by a public random drawing, with . Ppreference shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)
- c. Other admissions preferences may be permitted by the chartering-Board of the district on an individual school basis consistent with law. Preferences shall not result in limited enrollment access for students with disabilities, academically low-achieving students, English learners, neglected or delinquent students, students experiencing homelessness, foster youth, students who are economically disadvantaged, or on the basis of nationality, race, ethnicity, or sexual orientation. Mandatory parental volunteer hours shall not be the basis of a preference or a criterion for admission or continued enrollment. (Education Code 47605)
- 10. Not discourage a student from enrolling or seeking to enroll in the charter school, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, experiencing homelessness, economically disadvantaged, or a foster youth. The charter school shall not request or require a student's records to be submitted before enrollment. The charter school shall post on its

website the California Department of Education's (CDE) notice of these requirements and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Education Code 47605) Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)

- 11. Comply with the requirements of education Code 48850-48859 regarding the enrollment, identification, and placement of foster students experiencing homelessness and unaccompanied youth (Education Code 48850, 48851, 48852.5, 48852.6, 48853.5, 48859 42 USC 11431-11435)
- 12. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)
- 13. Allow a student who is enrolled in the charter school but receiving individual instruction at home or a hospital due to a temporary disability to return to the charter school when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated (Education Code 48207.3)

#### Nondiscrimination

- **214.** Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)
- **3015.** Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the **charter** school's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code 234.7
- **3916.** Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school website or on the website of the charter operator (Education Code 221.61)
- 2517. If a the charter school offers competitive athletics, annual post on the school's website or on the website of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)
- 18. Provide specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The charter school shall notify pregnant

and parenting students and parents/guardians of the rights and options available to pregnant and parenting students. (Education Code 222, 222.5, 46015)

4019. If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)

#### **Tuition and Fees**

- **3-20.** Not charge tuition (Education Code 47605)
- 4.21. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools (Education Code 49010, 49011)

Not bill, nor take any negative action against, a student or former student for a debt owed to the charter school. The school shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student before pursuing payment of the debt and shall provide a receipt to the parent/guardian for each payment made to the school. (Education Code 49014)

#### **School Plans**

- 22. Adopt a local control and accountability plan (LCAP) and update the plan by By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the local control and accountability plan after holding a public hearing, consulting with specified stakeholders and using the template adopted by the State Board of Education (SBE). To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card. As part of the LCAP adoption and annual update to the LCAP, the governing body of the charter school shall separately adopt a local control funding formula budget overview for parents/guardians and as appropriate, an Individuals with Disabilities Act Addendum, based on the templates developed by SBE. (Education Code 47604.33, 47606.5, 52064, 52064.1, 52064.3)
- 23. If the charter school applies for federal and/or state categorical program funding through the state's consolidated application, establish a school site council to develop and annually review a school plan for student achievement, unless the school chooses to use its LCAP for this purpose (Education Code 64000-64001, 65000-65001)
- 24. Develop a comprehensive safety plan in accordance with Education Code 32282 and review and update the plan by March 1 each year (Education Code 47605)
- **3225.** Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, ensure

that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Education Code 39831.3; Vehicle Code 28160)

#### **Curriculum and Instruction**

- **2226.** Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 47612.5)
- 11. If the school offers a kindergarten program: (Education Code 48000)
  - a. Offer a transitional kindergarten (TK) program to students who fifth birthday is from September 2 through December 2
  - b. Ensure that any credentialed teacher first assigned to teach a TK class after July 1, 2015 meets the qualifications specified in Education Code 48000 by August 1, 2020
- **1927.** If a **charter** school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy; with specified components (Education Code 51224.7)
- 28. If the charter school serves students in any of grades 7-12, provide comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education at least once in junior high or middle school and once in high school, beginning in the 2019-2020 school year (Education Code 51931, 51934)
- 29. If the charter school serves students in any of grades 6-12, identify and implement methods of informing parents/guardians of human trafficking prevention resources by January 1, 2020 (Education Code 49381)
- 30. If the charter school serves students in middle or high school and offers one or more courses in health education, include in those courses instruction in mental health, as specified (Education Code 51925-51929)
- 31. If the charter serves students in grade 12, comply with the requirements for student completion and submission of the Free Application for Federal Student Aid and California Dream Act Application (Education Code 51225.7, 51225.8)
- 32. If the charter school is planning to hold a college or career fair, the charter school shall notify each apprenticeship program in the same county as the charter school with the planned date, time, and location of the fair (Labor Code 3074.2)
- 2333. If the charter school provides independent study, meet the requirements of Education Code 51745-51749.3 except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)

- 34. Develop a plan for offering independent study to affected students pursuant to Education Code 46393 if the governing body of the charter school submits an affidavit pursuant to Education Code 46392 necessitated by an emergency condition that resulted in a school closure (Education Code 46392, 46393)
- 35. Accept and provide full or partial credit for coursework satisfactorily completed by a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a student participating in a newcomer program while attending another school (Education Code 51225.2)
- **2036.** Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605, 60859)
  - **37.** Provide assistive technology devices in a student's home or other settings if the individualized education program team determines that such access is necessary. The charter school shall also provide an assistive technology device or comparable device to a student who enrolls in another local educational agency, for two months after the student leaves the charter school or until alternative arrangements can be made, whichever occurs first (Education Code 56040.3)
  - **38.** If the charter school is an independent member of a special education local plan area and has a master contract with a nonpublic, nonsectarian school:
    - a. Pay the full amount of the tuition or fees for students with disabilities enrolled in programs or services provided pursuant to that contract Education Code 56365)
    - b. Conduct at least one onsite visit to the nonpublic, nonsectarian school prior to a student's placement and at least once each school year (Education Code 56366.1)

#### **High School Graduation**

- 39. Exempt a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, or migrant student who transfers between schools after the second year of high school, or a student participating in a newcomer program for newly immigrant students in grades 11-12, from any graduation requirements established by the charter school that exceed state requirements, unless the school determines that the student is reasonably able to complete the requirements by the end of the fourth year of high school (Education Code 51225.1, 51225.2)
- 40. In accordance with Education Code 51225.31, exempt an eligible student with disabilities from all coursework and other requirements adopted by the charter school board that are in addition to the statewide course requirements specified in Education Code 51225.3, and award such student a high school diploma (Education Code 51225.31)

- 2141. Until July 31, 2018, Ggrant a high school diploma to any students-who completed grade 12 in the 2003-2004 through 2-14-15 school year or a subsequent school year and who has met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 60851.6-51413)
- 42. Require students to meet the state minimum course requirements for graduation as specified in Education Code 51225.3, as well as any additional graduation requirements required by the governing body (Education Code 51225.3)

#### **Student Expression**

- 43. Allow a student to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies, unless the charter school determines that an item is likely to cause a substantial disruption of, or material interference with, the ceremony (Education Code 35183.1)
- **2844.** Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

#### Staffing

- 1245. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) as required for the teacher's certificated assignment. Teachers employed by the charter school during the 2019-20 school year shall have until July 1, 2025 to obtain the required certificate equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605; 47605.4)
  - 46. If the charter school offers TK, require credentialed teachers first assigned to a TK class to meet one of three specified criteria establishing qualification for the position by August 1, 2023, and to maintain adult to student ratios as specified in Education Code 48000 (Education Code 48000)
  - 47. Review potential misassignments and vacant positions in the charter school, including data from CTC, respond to the County Superintendent of Schools when necessary to show that an employee is legally authorized for an assignment, and correct any misassignments if notified by the County Superintendent that an assignment is not legally authorized (Education Code 44258.9)
- 1448. Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the **charter** school contracts with an entity for specified services, verify that any employee of that entity who **interacts** will have contract with students **outside of the immediate supervision and control of the** student's parent/guardian or a school employee has had a valid criminal background check summary, unless an exception applies (Education Code 44830.1, 45122.1, 45125.1)

- **1549.** Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirements, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)
- 50. If the charter school chooses to make the state teachers' retirement plan and/or the public employees retirement system available to its employees, meet the requirements of Education Code 47611 (Education Code 47610)
- 16. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
- **1751.** Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)
- 52. If the charter school employs security officers and/or security officers work on the charter school campus, provide the latest course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs in consultation with the Commission on Peace Officer Standards and Training, as specified (Education Code 38001.5; Business and Professions Code 7583.45)

#### **Parent/Guardian Involvement**

- **2753.** On a regular basis, consult with parents/guardians and teachers regarding the **charter** school's educational programs (Education Code 47605)
- 54. Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school (Education Code 47605)
- 55. If 15 percent or more of the students at the charter school speak a single primary language other than English, provide all notices, reports, statements, or records sent to parents/guardians in English and in the primary language (Education Code 48985)

#### Nutrition

- 56. Provide breakfast and/or lunch free of charge during each school day to students requesting a meal regardless of the student's free or reduced-price meal eligibility. If the charter school participates in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and is a high poverty school, as defined, the charter school shall apply to operate a federal universal meal service provision, and upon approval, apply such service. (Education Code 49501.5, 49564.3)
- 57. If the charter school participates in the NSLP or SBP, not promote any food or beverage during the school day that does not comply with state nutritional

standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code 49431.9)

#### **Student Health**

- 1858. If a school serves students in grades 7-12, aAdopt a policy on suicide prevention, intervention, and postvention for grades 7-12 and an age-appropriate policy for grades K-6, and review the policy at least every five years with specified components (Education Code 215)
- 59. Each charter school that serves students in any of grades 6-12 shall create and prominently display an age appropriate and culturally relevant poster that identifies approaches and resources about student mental health. (Education Code 49428.5)
- 60. If the charter school serves grades 7-12 and issues student identification cards, print the telephone numbers of the National Suicide Prevention Lifeline and the National Domestic Violence Hotline on the identification cards (Education Code 215.5)
- 61. Notify students and parents/guardians at least twice during the school year on how to initiate access to available student mental health services on campus or in the community (Education Code 49428)
- **1362.** Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the **charter** school's behalf who are mandated reports, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)
- **2663.** If the **charter** school offers an athletic program, annually provide information sheets about concussions head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, he/she the student shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until he/she the student is evaluated by a licensed health care provider and receives written clearance to do so (Education Code 33479-33479.5, 49475)
- 64. If the charter school offers an interscholastic athletic program, develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire at least one automated external defibrillator (AED) for the school, and make the AED available at on-campus athletic activities or events (Education Code 35179.4, 35179.6)

- 65. If the charter school sponsors or hosts an on-campus event in or around a swimming pool that is not part of an interscholastic athletic program, provide for the presence of at least one adult with a valid certification of cardiopulmonary resuscitation training throughout the duration of the event (Education Code 35179.6)
- 3466. Ensure the availability and proper use of Provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code 49414 by: (Education Code 49414)
  - a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, or secondary schools, one regular device if there are not students who require a junior device
  - b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive
  - b. Providing defense and indemnification to volunteers for any and all civil liability from such administration
- **3567.** If the **charter** school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist

#### **Student Conduct/Discipline**

- 68. Adopt a policy on bullying and cyberbullying prevention, post specified information on bullying and harassment prevent on the charter school's website, and annually make CDE's online training module on bullying prevention available to school site certificated employees and other employees who have regular interaction with students (Education Code 234.4, 234.6, 32283.5)
- 69. Adopt and display a written policy on sexual harassment, include the policy as part of any orientation for new and continuing students, and post a poster notifying students of the policy (Education Code 231.5, 234.6)
- 70. Prohibit seclusion and behavioral restraint of students as a means of discipline, and only use such methods to control student behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response (Education Code 49005-49006.4)
- 71. Neither recommend for expulsion a student in grades K-12 nor suspend a student in grades K-8 for disrupting school activities or otherwise willfully defying the authority of school personnel in the performance of their duties (Education Code 48901.1)

72. Upon request, provide a student who is suspended for two or more days with the homework assigned during the period of suspension (Education Code 47606.2, 48913.5)

#### Student and Parent/Guardian Records

- 5673. Not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians unless otherwise required to do so by state or federal law (Education Code 49076.7)
- 5774. Upon written request, not include the directory information of a student or the personal information of a parent/guardian, as defined, in the minutes of a meeting of the governing body (Education Code 49073.2)
- 3075. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)
- **3476.** If the **charter** school serves high school students, submit to the Student Aid Commission, for use in the Cal Grant program, the grade point average (GPA) of all students in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)
- 77. Upon receipt of government-issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code 49070, update, and reissue if requested, a former student's records to include the student's updated legal name or gender. (Education Code 49062.5, 49070)

#### Facilities

- **3378.** Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)
  - a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.
  - b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

79. If the charter school serves students in any of grades 6-12, stock the school's restrooms at all times with an adequate supply of menstrual products available and accessible free of cost in all women's restrooms, all-gender restrooms, and in at least one men's restroom (Education Code 35292.6)

#### Finance

- **3780.** Promptly respond to all reasonable inquiries from the district, the county office of education, or the **Superintendent of Public Instruction** (SPI), including, but not limited to, inquiries regarding the **charter** school's financial records (Education Code 47604.3)
- **2981.** Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)
- 2482. Identify and report to the Superintendent of Public Instruction (SPI) any portion of it's the charter school's average daily attendance that is generated through nonclassroombased instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)
- **3883.** Annually prepare and submit financial reports to the district Governing Board and the County Superintendent of Schools in accordance with the following reporting cycle:
  - a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
  - b. By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the local control and accountability plan template adopted by the State Board of Education. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Education Code 47604.33, 47606.5.5, 52064)
    - When conducting this review, the governing body of the school may consider qualitative information including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card. The update shall be developed in consultation with teachers, principals, administrators, other school personnel, parents/guardians and students. (Education Code 47606.5)

- e.b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
- **d.c.** By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
- e.d. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
- f.e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the State Controller and CDE. (Education Code 47605)
- 84. If the charter school receives state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30), annually report a detailed list of all expenditures of state funds and of the school's matching funds for completed projects, and submit an audit of completed facilities projects within one year of project completion (Education Code 41024)

#### Accountability

**4185.** Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article 16, Section 8.5)

In addition, charter schools shall comply with the state and federal constitutions, applicable federal laws, and state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963 and the conflict of interest laws in Government Code 1090-1099 and 87100-91014.



## LAKESIDE UNION SCHOOL DISTRICT

#### Governing Board Meeting Date: 11/9/23

#### Agenda Item:

Board Policy and Administrative Regulation 5141.21: Administering Medication and Monitoring Health Conditions

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

First Reading: Policy updated to reflect NEW LAW (SB 233) which authorizes the board to adopt policy allowing a parent/guardian, but not school personnel, to administer medicinal cannabis in a nonsmokeable, nonvapeable form at a school site to a student who is a qualified patient. Policy explains the conflict between state and federal law and provides options for districts to authorize or not authorize administration of medicinal cannabis at a school site. For districts that choose to authorize medicinal cannabis, policy reflects the components that are mandated to be in policy, including requirements for parents/guardians to provide a written medical recommendation for the student to be administered medicinal cannabis, sign in at the school before administering the cannabis, and remove any remaining cannabis from the school site. Regulation reflects NEW LAW (AB 743) which requires districts to accept a physician statement for inhaled asthma medication for a health plan operating under the laws of Mexico that is licensed in California.

#### Fiscal Impact (Cost):

N/A

**Funding Source:** 

N/A

**Recommended Action:** 

Informational

🗆 Denial

Discussion

Ratificat

- □ Approval
- □ Adoption

- Ratification
- **Explanation:** Click here to enter text.

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Lisa DeRosier, Executive Assistant

**Reviewed by Cabinet Member:** 

Dr. Rhonda Taylor, Superintendent

#### Students

#### ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

The Governing Board recognizes believes that regular school attendance is critical to student learning and that during the school day, some students may who need to take medication prescribed or ordered for them by an their authorized health care providers should be to be able to fully participate in the educational program.

Any medication prescribed The Superintendent or designee shall develop processes for the administration of medication to these students. Ffor any student with a disability who is qualified to receive services, as defined under the Individuals with Disabilities Education Act of 1973 or Section 504 of the Rehabilitation Act of 1973, necessary medication shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

(cf. 6159 Individualized Education Program) (cf. 6164.6 Identification and Education Under Section 504)

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall included options for allowing If a parents/guardians chooses, he/she may to administer the medication to his/her their child at school, or designate another other individuals who is not a school employee to do so on his/her their behalf, and with .

(cf. 1250 - Visitors/Outsiders) (cf. 6116 - Classroom Interruptions)

In addition, upon written request by the parent/guardian and with the approval of the student's authorized health care provider's approval, request the district's permission for the a student with a medical condition that requires frequent treatment, monitoring, or testing may be allowed to self-administer a medication or, self-monitor, and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy The student shall observe universal precautions in the handling of blood and other bodily fluids.

<del>(cf. 5141 – Health Care and Emergencies) (cf. 5141.22 – Infectious Diseases) (cf. 5141.23 – Asthma Management) (cf. 5141.27 – Food Allergies/Special Dietary Needs)</del>

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonable believed to be suffering from an opioid overdose. (Education Code 49414)

Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

#### **Administration of Medication by School Personnel**

Any When allowed by law, medication prescribed to a student by an authorized health care provider, including an emergency antiseizure medication for a student with epilepsy, may be administered by the a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications in accordance with law, Board policy, and administrative regulation and shall be afforded appropriate liability protection in accordance with law. Board policy, administrative regulation, and, as applicable, the only when the Superintendent or designee has received written statements provided by from both the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection. (Education Code 49414.7, 49423; 5 CCR 600)

(cf. 3530 - Risk Management/Insurance)

(cf. 4119.42/4219.42/4319.42—Exposure Control Plan for Bloodborne Pathogens) (cf. 4119.43/4219.43/4319.43—Universal Precautions)

When unlicensed personnel are authorized by law to administer a medication, such as emergency antiseizure medication, epinephrine auto-injector, or glucagon, The Superintendent or designee shall ensure that school personnel designated to administer it to students receive appropriate training from qualified medical personnel before any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by and provided with emergency communication access to a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training, ongoing supervision, as well as annual written verification of competency of such other designated school personnel.

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

In an emergency situation such as a public disaster or epidemic, a trained, unlicensed district employee may administer medication to a student.

Legal Reference:

<u>EDUCATION CODE</u> 48980 Notification at beginning of term 49407 Liability for treatment 49408 Emergency information 49414 Emergency epinephrine auto-injectors 49414.5 Providing school personnel with voluntary emergency training 49414.7 Emergency medical assistance: administration of epilepsy medication 49422-49427 Employment of medical personnel, especially: 49423 Administration of prescribed medication for student 49423.1 Inhaled asthma medication 49480 Continuing medication regimen; notice BUSINESS AND PROFESSIONS CODE 2700-2837 Nursing, especially: 2726 Authority not conferred 2727 Exceptions in general 3501 Definitions CODE OF REGULATIONS, TITLE 5 600-611 Administering medication to students UNITED STATES CODE, TITLE 20 1232g Family Educational Rights and Privacy Act of 1974 1400-1482 Individuals with Disabilities Education Act UNITED STATES CODE, TITLE 29 794 Rehabilitation Act of 1973, Section 504 **COURT DECISIONS** American Nurses Association v. O'Connell, (2010) 185 Cal. App. 4th 393

Management Resources:

AMERICAN DIABETES ASSOCIATION PUBLICATIONS Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006 CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007 CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS Training Standards for the Administration of Epinephrine Auto-Injectors, December 2004 NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003 WEB SITES CSBA: http://www.csba.org American Diabetes Association: http://www.diabetes.org California Department of Education, Health Services and School Nursing: http://www.cde.ca.gov/ls/he/hn National Diabetes Education Program: http://www.ndep.nih.gov U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma

<del>U.S. Department of Health and Human Services, Wallonar Institutes of Health, Blood Histitute, astuma information: http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma</del>

State	Description
5 CCR 600-611	Administering medication to students
Bus. Code 2700-2837	Nursing
Bus. Code 3500-3546	Physician assistants
Bus. Code 4119.2	Acquisition of epinephrine auto-injectors
Bus. Code 4119.8	Acquisition of naloxone hydrochloride or another opioid antagonist
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49407	Liability for treatment
Ed. Code 49408	Student emergency information
Ed. Code 49414	Emergency epinephrine auto-injectors
Ed. Code 49414.3	Emergency medical assistance; administration of medication for opion overdose
Ed. Code 49414.5	Providing school personnel with voluntary emergency training of the second seco
Ed. Code 49422-49427	Employment of medical personnel
Ed. Code 49423	Employment of medical personnelDoAdministration of prescribed medication for studentDo

	L. b. al. a. and manufication
Ed. Code 49423.1	Inhaled asthma medication
Ed. Code 49480	Continuing medication regimen; notice
H&S Code 11362.7-11362.85	Medicinal cannabis
Federal	Description Equily Educational Pictus and Privacy Act (EEPPA) of 1974
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
21 USC 812	Schedule of controlled substances
21 USC 844	Penalties for possession of controlled substance
29 USC 794	Rehabilitation Act of 1973; Section 504
Management Resources	Description Character Training Standards for School Bergonnels Providin
American Diabetes Association Publication	Glucagon Training Standards for School Personnel: Providin
· · · · · · · · · · · · · · · · · · ·	Emergency Medical Assistance to Pupils with Diabetes, May 2006
American Diabetes Association Publication	Legal Advisory on Rights of Students with Diabetes in California's K-1
	Public Schools, August 2007
American Diabetes Association Publication	Program Advisory on Medication Administration, 2005
American Diabetes Association Publication	Training Standards for the Administration of Epinephrine Auto-Injector
	rev. 2015
Court Decision	American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570
National Diabetes Education Program Publication	Helping the Student with Diabetes Succeed: A Guide for School
	Personnel, June 2003
Website	CSBA District and County Office of Education Legal Services
Website	National Diabetes Education Program
Website	U.S. Department of Health and Human Services, National Institutes
	Health, Blood Institute, asthma information
Website	American Diabetes Association
Website	California Department of Education, Health Services and School Nursin
Website	<u>CSBA</u>
Cross References	
Code	Description
3513.4	Drug And Alcohol Free Schools
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4319.43	<u>Universal Precautions</u>
4319.43	Universal Precautions
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5125	Student Records
5125	<u>Student Records</u>
5131.62	<u>Tobacco</u>
5131.62	<u>Tobacco</u>
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.24	Specialized Health Care Services
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.6	School Health Services

5141.6	<u>School Health Services</u>
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148.2	<b>Before/After School Programs</b>
5148.2	<b>Before/After School Programs</b>
6142.8	Comprehensive Health Education
6142.8	<b>Comprehensive Health Education</b>
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.2	Animals At School
6163.2	Animals At School
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

Policy 5141.21 adopted: September 17, 2012 revised:



#### Students

#### ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

#### Definitions

*Authorized health care provider* means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

Other designated school personnel means may include any individual employed by the district, including a nonmedical school employee, who has volunteered or who has consented to administer the medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

*Medication* may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

*Epinephrine auto-injector* means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

Anaphylaxis means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing hives, itching, swelling, shock, or asthma. (Education Code 49414)

*Opioid antagonist* means naloxone hydrochloride or another drug approved by the federal Food and Drug Administration that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body and that has been approved for the treatment of an opioid overdose. (Education Code 49414.3)

*Emergency medical assistance for a student suffering an epileptic seizure* means the administration of an emergency antiseizure medication such as diazepam rectal gel and other emergency medications approved by the federal Food and Drug Administration for patients suffering from epileptic seizures. (Education Code 49414.7)

#### Notifications to Parents/Guardians

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

- 1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
- 2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

When a student requires medication during the school day in order to participate in the educational program, the Superintendent or designee shall, as appropriate, inform the student's parents/guardians that the student may qualify for services or accommodations pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794).

#### **Parent/Guardian Responsibilities**

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

- 1. **Submitting the** Each year, providing required parent/guardian and authorized health care provider written statements each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. In addition, The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49414.7, 49423, 49423.1; 5 CCR 600, 626)
- 2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician, and updating the information when needed. (Education Code 49480)
- 3. If the student suffers from epilepsy, notifying the principal or designee whenever the student has had an emergency antiseizure medication administered to him/her within four hours before a school day. (Education Code 49414.7)
- 4. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

#### **Parent/Guardian Statement**

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

- 1. Identify the student
- 2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the authorized health care provider's written statement or any other questions that may arise with regard to the medication
- 3. Contain an acknowledgment that the parent/guardian understands how district employees will administer or otherwise assist the student in the its administration of medication
- 4. Contain an acknowledgment that the parent/guardian understands his/her the responsibilities to enable district employees to administer or otherwise assist the student in the administration of medication including, but not limited to, the parent/guardian's responsibility to provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
- 5. Contain an acknowledgment that the parent/guardian understands the right to may terminate the consent for the such administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that his/her child the student be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

- 1. Consent to the self-administration
- 2. Release the district and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to his/her child the student, the parent/guardian's written statement shall clearly identify the individual and shall state:

- 1. The individual's willingness to accept the designation
- 2. That the individual is permitted to be on the school site
- 3. Any limitations on the individual's authority

#### Health Care Provider Statement

When **any** district employees are is to administer **prescribed** medication to a student or when a student is to be allowed to carry and self-administer prescription diabetes **prescribed** medication, auto-injectable epinephrine, or prescription inhaled asthma medication during school hours, the authorized health care provider's written statement shall include:

- 1. Clear identification of the student (Education Code 49414.7, 49423, 49423.1; 5 CCR 602)
- 2. The name of the medication (Education Code 49414.7, 49423, 49423.1; 5 CCR 602)
- 3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49414.7, 49423, 49423.1; 5 CCR 602)
- 4. If a parent/guardian has requested that his/her child the student be allowed to selfadminister medication, confirmation that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)

<del>(cf. 5141.23 - Asthma Management)</del> <del>(cf. 5141.27 - Food Allergies/Special Dietary Needs)</del>

- 5. For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation-may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1, 5 CCR 602)
- 6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
- 7. Possible side effects of the medication
- **78**. Name, address, telephone number, and signature of the student's authorized health care provider

When authorizing a district employee to administer emergency antiseizure medication to a student, the authorized health care provider's written statement shall also include the following: (Education Code 49414.7)

For self-administration of inhaled asthma medication, the district shall accept a written statement from a physician or surgeon contracted with a health plan licensed pursuant to Health and Safety Code 1351.2. Such written statement shall be in English and Spanish, and shall include the name and contact information for the physician or surgeon. (Education Code 49423.1)

- 1. Detailed seizure symptoms, including frequency, type, or length of seizures that identify when the administration of the medication becomes necessary
- 2. A protocol for observing the student after a seizure, including, but not limited to, whether he/she should rest in the school office or return to his/her class, the length of time for direct observation, and a requirement to contact the school nurse and the student's parent/guardian to continue the observation plan

#### **District Responsibilities**

# The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.

The school nurse or other designated school personnel shall:

- 1. Administer or assist in administering medications in accordance with the authorized health care provider's written statement
- 2. Accept delivery of medications from parents/guardians and count and record them upon receipt
- 3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medications, and note on the list the type of medication and the times and dosage to be administered
- 4. Maintain a medication log which may:
  - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information
  - b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication
- 5. Maintain a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
- 6. Ensure that student confidentiality is appropriately maintained

#### (cf. 5125 - Student Records)

7. Coordinate **and**, **as appropriate**, **ensure** the administration of medication during field trips and after-school activities

- 8. Report to the **a student's** parent/guardian and the site administrator any refusal by the student to take his/her medication
- 9. Keep all medication to be administered by the district in a locked drawer or cabinet
- 10. As needed, communicate with the authorized health care provider and pharmacist regarding the medication and its effects
- 11. Counsel other designated school personnel regarding the possible effects of the **a** medication on the **a** student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose
- 12. Ensure that unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances
- 13. In the event of a medical emergency requiring administration of Provide immediate medical assistance, if needed, and report to the site administrator and parent/guardian instances when the medication, is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement provide immediate medical assistance, directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance

Upon receiving such notification, the site administrator may notify the student's authorized health care provider and shall document the error in the medication log.

14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

#### **Emergency Epinephrine Auto-Injectors**

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or a volunteer employee when a school nurse or physician is unavailable, may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. (Education Code 49414)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injector and describing the training that the volunteer will receive. (Education Code 49414)

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician and surgeon authorized pursuant to Education Code 49414 and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414)

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

If an epinephrine auto-injector is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors shall be restocked before their expiration date. (Education Code 49414)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in the employee's personnel file. (Education Code 49414)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, including, but not limited to, the acceptance of epinephrine auto-injectors from a manufacturer or wholesaler. (Education Code 49414)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

**Emergency Medication for Opioid Overdose** 

The district may elect to make emergency naloxone hydrochloride or another opioid antagonist available at schools for the purpose of providing emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. In determining whether to make this medication available, the Superintendent or designee shall evaluate the emergency medical response time to the school and determine whether initiating emergency medical services is an acceptable alternative to providing an opioid antagonist and training personnel to administer the medication. (Education Code 49414.3)

When available at the school site, the school nurse shall provide emergency naloxone hydrochloride or another opioid antagonist for emergency medical aid to any person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity. Other designated personnel who have volunteered and have received training may administer such medication when a school nurse or physician is unavailable, and shall only administer the medication by nasal spray or auto-injector. (Education Code 49414.3)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer naloxone hydrochloride or another opioid antagonist, describing the training that the volunteer will receive, and explaining the right of the volunteer to rescind the offer to volunteer at any time, including after receiving training. The notice shall also include a statement that no benefit will be granted to or withheld from any employee based on the offer to volunteer and that there will be no retaliation against any employee for rescinding the offer to volunteer. (Education Code 49414.3)

The principal or designee may designate one or more volunteer employees to receive initial and annual refresher training, based on standards adopted by the SPI, regarding the storage and emergency use of naloxone hydrochloride or another opioid antagonist. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49414.3)

A school nurse, other qualified supervisor of health, or, if the district does not have a qualified supervisor of health, a district administrator shall obtain a prescription for naloxone hydrochloride or another opioid antagonist for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or manufacturers. (Education Code 49414.3)

If the medication is used, the school nurse, other qualified supervisor of health, or district administrator, as applicable, shall restock the medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, the medication shall be restocked before its expiration date. (Education Code 49414.3)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering naloxone hydrochloride or another opioid antagonist for emergency aid shall be provided to each volunteer and retained in the employee's personnel file. (Education Code 49414.3)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414.3, including, but not limited to, the acceptance of the naloxone hydrochloride or another opioid antagonist from a manufacturer or wholesaler. (Education Code 49414.3)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of naloxone hydrochloride or another opioid antagonist for a period of three years from the date the records were created. (Business and Professions Code 4119.8)

### LAKESIDE UNION SCHOOL DISTRICT

#### Governing Board Meeting Date: 11/9/23

#### Agenda Item:

Board Policy and Administrative Regulation 5145.12: Search and Seizure

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

First Reading: Policy updated to reflect court decision upholding a school policy that called for limited searches without individualized suspicion if students left campus and returned in the middle of the day. Policy also updated to reflect law which places restrictions on searches of electronic devices such as cellular phones, court decision regarding searches of lockers without individualized suspicion, and court decision upholding policy of random weapons screening with a handheld metal detector.

#### 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:
Der	Chenda Jayla
Lisa DeRosier, Executive Assistant	Dr. Rhonda Taylor, Superintendent
	U
Reviewed by Cabinet Member:	

#### Students

#### SEARCH AND SEIZURE

The Governing Board is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, and only as authorized by law, Board policy, and administrative regulation, school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items. School officials shall exercise discretion and use good judgment when conducting searches.

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(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 3515.3 - Campus Security)
(cf. 3515.3 - District Police/Security Department)
(cf. 5131 - Conduct)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5145.3 - Nondiscrimination/Harassment)
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The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

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

#### Searches Based on Individualized Suspicion

School officials may search an individual student, the student's property, or district property under the student's control when there is a reasonable suspicion that the search will uncover evidence that the student is violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation.

Any search of a student, the student's property, or district property under the student's control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, and student vehicles parked on district property.

A student's personal electronic device may be searched only if a school official, in good faith, believes that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information.

#### (cf. 6163.4 - Student Use of Technology)

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

# (cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

# Searches of Student Lockers and Desks

All student lockers and desks are the property of the district. The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

# **Use of Metal Detectors**

The Board finds that the presence of weapons in the schools threatens the district's ability to provide the safe and orderly learning environment to which district students and staff are entitled. The Board also finds that metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.

The Superintendent or designee shall use metal detectors as necessary to keep weapons out of schools and help provide a safe learning environment. The Superintendent or designee shall establish a plan to ensure that metal detector searches are conducted in a uniform and consistent manner.

# **Use of Contraband Detection Dogs**

In an effort to keep the schools free of dangerous contraband, the district may use specially trained, nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy. The dogs may sniff the air around lockers, desks, or vehicles on district property or at district-sponsored events. Dogs shall not sniff within the close proximity of students or other persons and may not sniff any personal items on those persons without individualized suspicion.

Legal Reference:

EDUCATION CODE 32280-32289 School safety plans 35160 Authority of governing boards

35160.1 Broad authority of school districts 48900-48927 Suspension and expulsion 49050-49051 Searches by school employees 49330-49334 Injurious objects PENAL CODE 626.9 Firearms 626.10 Dirks, daggers, knives or razor 1546-1546.1 Production of or access to electronic communication information CALIFORNIA CONSTITUTION Article I, Section 28(c) Right to Safe Schools COURT DECISIONS In G.C. v. Owensboro Public Schools (6th Cir. 2013) 711 F.3d 623 In re Sean A. (2010) 191 Cal. App. 4th 182 Redding v. Safford Unified School District, (2009) 557 U.S. 364 Jennings v. Joshua Independent School District, (5th Cir. 1992) 948 F.2d 194 557 U.S. 364 (2009) In re Cody S., 121 Cal. App. 4th 86, 92 (2004) Klump v. Nazareth Area School District (E.D. Pa. 2006) 425 F. Supp. 2d 622, 640 In Re William V. (2003) 111 Cal. App. 4th 1464 B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260 In re Latasha W. (1998), 60 Cal. App. 4th 1524 O'Connor v. Ortega, (1987) 480 U.S. 709 In re William G (1985) 40 Cal. 3d 550 New Jersey v. T.L.O., (1985) 469 U.S. 325 Horton v. Goose Creek Independent School District, (5th Cir. 1982) 690 F.2d 470 Zamora v. Pomerov, (10th Cir. 1981) 639 F.2d 662 ATTORNEY GENERAL OPINIONS 83 Ops.Cal.Atty.Gen. 257 (2000) 75 Ops. Cal. Atty. Gen. 155 (1992)

#### Management Resources:

<u>NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS</u> <u>The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and</u> <u>Law Enforcement Agencies</u>, 1999 <u>WEB SITES</u> <u>CSBA: http://www.esba.org</u> <u>California Attorney General's Office: http://caag.state.ca.us</u> <u>California Department of Education, Safe Schools: http://www.cde.ca.gov/ls/ss</u> <u>National Institute of Justice: http://www.ojp.usdoj.gov/nij</u>

#### Policy Reference Disclaimer:

Attorney General Opinion

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.

<u>State</u>	Description
CA Constitution Article 1, Section 28	Right to Safe Schools
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 48900-48927	Suspension and expulsion
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49330-49335	Injurious objects
Pen. Code 1546-1546.1	Production of or access to electronic communication information
Pen. Code 626.10	Dirks, daggers, knives or razor
Pen. Code 626.9	Gun-Free School Zone Act of 1995
Management Resources	Description
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 257 (2000)

75 Ops.Cal.Atty.Gen. 155 (1992)

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Court Decision	In re William G (1985) 40 Cal. 3d 550
Court Decision	In re Latasha W. (1998), 60 Cal. App. 4th 1524
Court Decision	In Re William V. (2003) 111 Cal.App.4th 1464
Court Decision	Klump v. Nazareth Area School District (E.D. Pa. 2006) 425 F. Supp. 2d 622, 640
Court Decision	In re Cody S., 121 Cal. App. 4th 86, 92 (2004)
Court Decision	In re Sean A. (2010) 191 Cal. App. 4th 182
Court Decision	In G.C. v. Owensboro Public Schools (6th Cir. 2013) 711 F.3d 623
Court Decision	Redding v. Safford Unified School District, (2009) 557 U.S. 364
Court Decision	Zamora v. Pomeroy, (10th Cir. 1981) 639 F.2d 662
Court Decision	B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260
Court Decision	Horton v. Goose Creek Independent School District, (5th Cir. 1982) 690 F.2d 470
Court Decision	Jennings v. Joshua Independent School District (5th Cir. 1992) 948 F.2d 194
Court Decision	New Jersey v. T.L.O. (1985) 469 U.S. 325
Court Decision	O'Conner v. Ortega (1987) 480 U.S. 709
National Institute of Justice Publication	The Appropriate and Effective Use of Security Technologies in U.S.
	Schools: A Guide for Schools and Law Enforcement Agencies, 1999
Website	CSBA District and County Office of Education Legal Services
Website	National Institute of Justice
Website	California Department of Education, Safe Schools
Website	California Attorney General's Office
Website	<u>CSBA</u>
Cross References	
<u>Code</u>	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
1312.1	Complaints Concerning District Employees
3513.4	Drug And Alcohol Free Schools
3515	<u>Campus Security</u>
3515.3	District Police/Security Department
3515.31	<u>School Resource Officers</u>
4131	<u>Staff Development</u>
4231	<u>Staff Development</u>
4331	<u>Staff Development</u>
5111 5111.1	<u>Admission</u> District Residency
	Student Records
5125 5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5131	Conduct
5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.7	Weapons And Dangerous Instruments
5131.8	Mobile Communication Devices
5144.1	Suspension And Expulsion/Due Process
5145.11	Questioning And Apprehension By Law Enforcement
5145.13	Response To Immigration Enforcement
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology

Policy 5145.12 adopted: September 17, 2012 revised: January 13, 2022



# Students

#### SEARCH AND SEIZURE

#### **Use of Metal Detectors**

The Superintendent or designee shall ensure that the following safeguards are used when making metal detector scans:

- 1. Before walk-through, students shall be asked to empty their pockets and belongings of metallic objects.
- 2. If an initial metal detector activation occurs, students shall be asked to remove other metallic objects that they may be wearing (e.g., belt and jewelry) and to walk through a second time.
- 3. If a second activation occurs, a hand-held metal detector shall be used.
- 4. If the activation is not eliminated or explained, staff shall escort the student to a private area where an expanded search shall be conducted by a staff member of the same gender as the student in the presence of another employee.
- 5. The search shall be limited to the detection of the cause of the activation.

#### **Use of Contraband Detection Dogs**

Contraband detection dogs shall not be used in classrooms or other district facilities when the rooms are occupied, except for demonstration purposes with the handler present. When used for demonstration purposes, the dog shall be separated from the students and not allowed to sniff any individual.

Prior to conducting an inspection, students shall be asked to leave the room that will be subject to the canine sniff. No student shall be forced to leave personal items behind for inspection, unless school officials have reasonable suspicion to search the item.

Only the dog's official handler shall determine what constitutes an alert by the dog. If the dog alerts on a particular item or place, the student having the use of that item or place, or responsibility for it, shall be called to witness the inspection. If a dog alerts on a locked vehicle, the student who brought the vehicle onto district property shall be asked to unlock it for inspection.

(cf. 5131.6 - Alcohol and Other Drugs) (cf. 5144.1 - Suspension and Expulsion/Due Process)

# Notifications

At the beginning of each school year and upon enrollment, the Superintendent or designee shall inform students and parents/guardians about the district's policies and procedures for searches, including notice regarding:

- 1. The possibility of random searches of students, their belongings, their vehicles parked on district property, and district properties under a student's control, including lockers or desks
- 2. The district's contraband dog detection program
- 3. The use of metal detector scans

Regulation 5145.12 approved: September 17, 2012 revised: January 13, 2022

# LAKESIDE UNION SCHOOL DISTRICT

# Governing Board Meeting Date: 11/9/23

# Agenda Item:

Board Bylaw 9320: Meetings and Notices

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

First Reading: Bylaw updated to reflect NEW LAW (AB 2449, 2022) which (1) requires Boards to maintain and implement a procedure for receiving and resolving requests for reasonable accommodation for individuals with disabilities, to resolve any doubt in favor of accessibility, and to give notice of the procedure for receiving and resolving requests for accommodation in each instance in which notice of the time of a meeting is otherwise given or the agenda is otherwise posted, and (2) adds procedures for "Teleconferencing During a Personal Emergency" and "Teleconferencing for 'Just Cause'". Bylaw also updated to reflect NEW LAW (AB 2647, 2022) which provides a procedure for complying with the Brown Act when distributing materials to the Board less than 72 hours before a regular meeting and outside of regular business hours. Additionally, bylaw updated to reference the expiration of the California COVID-19 State of Emergency on February 28, 2023 and to clarify that a Board may utilize "Teleconferencing During a Proclaimed State of Emergency," if all terms are met pursuant to Government Code 54953, until January 1, 2024.

# 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:

Dr. Rhonda Taylor, Superintendent

Lisa DeRosier, Executive Assistant

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

#### **Board Bylaws**

# **MEETINGS AND NOTICES**

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session) (cf. 9322 - Agenda/Meeting Materials) (cf. 9323 - Meeting Conduct)

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location **as permitted by Government Code 54953**, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board <del>or district</del>. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or district official may engage in separate conversations or **communications** with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

#### (cf. 9012 - Board Member Electronic Communications)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Notice of the procedure for receiving and resolving requests for accommodation described above shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953)

# **Regular Meetings**

The Board shall hold one regular meeting each month. Regular meetings shall be held at 6:00 p.m. on the second Thursday at the school district Board Room with exceptions to the summer meetings, which are held at 4:30 p.m.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's Internet web site. (Government Code 54954.2)

#### (cf. 1113 - District and School Web Sites)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose or on the district web site, consistent with Government Code 54957.5, at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

#### (cf. 1340 - Access to District Records)

# **Special Meetings**

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

#### (cf. 2121 - Superintendent's Contract)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's Internet web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

# **Emergency Meetings**

In the case of an *emergency situation* for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

# (cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

#### (cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must shall be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

# **Adjourned/Continued Meetings**

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time **and place** and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

# Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

<del>(cf. 2000 – Concepts and Roles)</del> (cf. 2111 – Superintendent Governance Standards) (cf. 9000 – Role of the Board) (cf. 9005 – Governance Standards) (cf. 9400 – Board Self Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

# **Other Gatherings**

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

- 1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
- 2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
- 3. An open and noticed meeting of another body of the district
- 4. An open and noticed meeting of a legislative body of another local agency
- 5. A purely social or ceremonial occasion
- 6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

# (cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

# **Location of Meetings**

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

- 1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
- 2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
- 3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
- 4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
- 5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
- 6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
- 7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
- 8. Attend conferences on nonadversarial collective bargaining techniques
- 9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
- 10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

# **Traditional Teleconferencing**

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

# All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction.

All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Unless a Board member participates by teleconference pursuant to the provisions described in the sections "Teleconferencing During a Personal Emergency," "Teleconferencing For 'Just Cause'" or "Teleconferencing During a Proclaimed State of Emergency" below, agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere.

All teleconference locations shall be accessible to the public and the public shall have the right to address the Board directly at each teleconference location. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

**Teleconferencing During a Personal Emergency** 

Until January 1, 2026, with approval from the majority of the Board, a Board member may be permitted to participate in a meeting remotely when a physical or family medical emergency prevents the Board member from attending in person. The Board member requesting to appear remotely shall notify the Board of the emergency situation as soon as possible, and provide a concise general description of the circumstances relating to the Board member's need to appear remotely. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

A Board member may not appear remotely under emergency circumstances for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)

When a Board member is approved to participate remotely due to emergency circumstances, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If permitted to participate remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the callin option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing for "Just Cause"

A Board member may be permitted to appear remotely, pursuant to the provisions below, for just cause for no more than two meetings per calendar year. A Board member appearing for just cause shall notify the Board at the earliest possible opportunity of the need to participate in the meeting remotely, including at the start of a regular meeting. (Government Code 54953)

Just Cause may exist for any of the following: (Government Code 54953)

- 1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
- 2. A contagious illness prevents a Board member from attending in person
- 3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
- 4. A Board member is traveling while on official business of the Board or another state or local agency

When a Board member participates remotely for just cause, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If the Board member participates remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953) The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the callin option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

**Teleconferencing During a Proclaimed State of Emergency** 

Until January 1, 2024, the Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

- 1. State or local officials have imposed or recommended measures to promote social distancing
- 2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees
- 3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

- 1. The notice and agenda shall be given and posted as otherwise required by the Brown Act
- 2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

- 3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3
- 4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time
- 5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed
- 6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the district's control that prevents members of the public from offering public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

- 1. The state of emergency continues to directly impact the ability of the Board to meet safely in person
- 2. State or local officials continue to impose or recommend measures to promote social distancing

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

#### Legal Reference:

EDUCATION CODE35140 Time and place of meetings35143 Annual organizational meeting, date, and notice35144 Special meetingsEDUCATION CODE35145 Public meetings35145.5 Agenda; public participation; regulations35146 Closed sessions35147 Open meeting law exceptions and applicationsGOVERNMENT CODE3511.1 Local agency executives11135 State programs and activities, discrimination

54950-54963 The Ralph M. Brown Act, especially: 54953 Meetings to be open and public; attendance 54954 Time and place of regular meetings 54954.2 Agenda posting requirements, board actions 54956 Special meetings; call; notice 54956.5 Emergency meetings UNITED STATES CODE, TITLE 42 12101-12213 Americans with Disabilities Act CODE OF FEDERAL REGULATIONS, TITLE 28 35.160 Effective communications for individuals with disabilities 36.303 Auxiliary aids and services for individuals with disabilities COURT DECISIONS Garnier v. Poway Unified School District, No. 17-ev-2215-W (JLB), 2019-WL 4736208 (S.D. Cal. September 26, 2019) Knight First Amendment Institute at Columbia University v. Trump, (2019) 928 F.3d 226 (2019) Wolfe v. City of Fremont, (2006) 144 Cal. App. 4th 533 54433 928 F.3d 226 (2019) Wolfe v. City of Fremont, (2006) 144-Cal.App. 544 ATTORNEY GENERAL OPINIONS 88 Ops. Cal. Atty. Gen. 218 (2005) 84 Ops. Cal. Atty. Gen. 181 (2001) 84 Ops. Cal. Atty. Gen. 30 (2001) 79 Ops. Cal. Atty. Gen. 69 (1996) 78 Ops. Cal. Atty. Gen. 327 (1995)

Management Resources:

<u>CSBA-PUBLICATIONS</u> <u>The Brown Act: School Boards and Open Meeting Laws, rev. 2009</u> <u>INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS</u> <u>The ABCs of Open Government Laws</u> <u>LEAGUE OF CALIFORNIA CITIES PUBLICATIONS</u> <u>Open and Public V IV: A Guide to the Ralph M. Brown Act</u>, **2016** 2nd Ed., 2010 <u>WEB SITES</u> <u>CSBA:-http://www.csba.org</u> <u>CSBA:-http://www.csba.org/ProductsAndServices/AllServices/GamutMeetingsPolicy</u> <u>California Attorney General's Office:-http://www.oag.ca.gov/home</u> <u>Institute for Local Government:-http://www.cacities.org</u>

#### **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.

State	Description
Ed. Code 35140	Time and place of meetings
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation and regulations
Ed. Code 35146	Closed sessions; student matters
Ed. Code 35147	Open meeting laws exceptions
Gov. Code 11135	Prohibition of discrimination
Gov. Code 3511.1	Local agency executives
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54953	Oral summary of recommended salary and benefits of superintendent $d_{u}$
Gov. Code 54954	Time and place of regular meetings
Gov. Code 54954.2	Agenda posting requirements; board actions

Gov. Code 54956 Gov. Code 54956.5 Gov. Code 6252-6270 Gov. Code 7920.000 - 7930.170 Gov. Code 8625-8629 Federal 28 CFR 35.160 28 CFR 36.303

#### 42 USC 12101-12213

#### Management Resources

Attorney General Opinion **Attorney General Opinion** Attorney General Opinion Attorney General Opinion Attorney General Opinion **Court Decision** 

#### **Court Decision**

**Court Decision CSBA** Publication Institute for Local Government Publication League of California Cities Publication Website Website Website Website **Cross References** 

Website Website

> **Description** Code Nondiscrimination In District Programs And Activities 0410 **Charter School Authorization** 0420.4 **Charter School Authorization** 0420.4 **Charter School Revocation** 0420.43 **Comprehensive Safety Plan** 0450 **Comprehensive Safety Plan** 0450 0460 Local Control And Accountability Plan Local Control And Accountability Plan 0460 **District And School Web Sites** 1113 **District And School Web Sites** 1113 **District And School Web Sites** 1113 **Political Processes** 1160 1220 **Citizen Advisory Committees** 1220 **Citizen Advisory Committees Use Of School Facilities** 1330 **Use Of School Facilities** 1330 1330 **Use Of School Facilities** Access To District Records 1340 Access To District Records 1340 Waivers 1431 2000 **Concepts** And Roles 2111 Superintendent Governance Standards 2121 Superintendent's Contract 2210 Administrative Discretion Regarding Board Policy 3100 Budget

Special Meetings **Emergency** meetings California Public Records Act California Public Records Act California Emergency Services Act Description Effective communications for individuals with disabilities Nondiscrimination on the basis of disability; public accommodations; auxiliary aids and services Americans with Disabilities Act

#### Description

78 Ops. Cal. Atty. Gen. 327 (1995) 79 Ops.Cal.Atty.Gen. 69 (1996) 84 Ops. Cal. Atty. Gen. 181 (2001) 84 Ops. Cal. Atty. Gen. 30 (2001) 88 Ops. Cal. Atty. Gen. 218 (2005) Knight First Amendment Institute at Columbia University v. Trump, (2019) 928 F.3d 226 Garnier v. Poway Unified School District, (S.D. Cal. September 26, 2019) No. 17-cv-2215-W (JLB), 2019 WL 4736208 Wolfe v. City of Fremont, (2006) 144 Cal.App. 4th 533 The Brown Act: School Boards and Open Meeting Laws, rev. 2019 The ABCs of Open Government Laws Open and Public V: A Guide to the Ralph M. Brown Act, 2016 CSBA District and County Office of Education Legal Services CSBA, GAMUT Meetings Institute for Local Government League of California Cities California Attorney General's Office **CSBA** 

3100	Budget
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3311	Bids
3311	Bids
3312	Contracts
3314	Payment For Goods And Services
3314	Payment For Goods And Services
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4117.14	Postretirement Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4312.1	Contracts
4317.14	Postretirement Employment
6112	School Day
6112	School Day
6117	Year-Round Schedules
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
7150	Site Selection And Development
7150	Site Selection And Development
7214	General Obligation Bonds
7214	General Obligation Bonds
7310	Naming Of Facility
9000	Role Of The Board
9005	Governance Standards
9012	<b>Board Member Electronic Communications</b>
9100	Organization
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9130	Board Committees
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9220	Governing Board Elections
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9270	Conflict Of Interest
9270	Conflict Of Interest
9310	Board Policies
9321	Closed Session
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9322	Agenda/Meeting Materials
9323	Meeting Conduct
9323.2	Actions By The Board
9323.2	Actions By The Board
9323.2	Actions By The Board
9324	Minutes And Recordings
9400	<b>Board Self-Evaluation</b>

Bylaw adopted: September 17, 2012 revised: October 14, 2021

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