

# LAKE SIDE UNION SCHOOL DISTRICT

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

**February 13, 2025**

Closed Session: 5:30 p.m.

Open Session: 6:00 p.m.

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

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

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

### **A. CALL TO ORDER AND ROLL CALL – 5:30PM**

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

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

### **C. CLOSED SESSION – 5:30PM**

1. Public Employee Employment; Superintendent Search, pursuant to Government Code §54957.

### **D. OPENING PROCEDURES – 6:00PM**

1. Reconvene
2. Welcome Visitors
3. Closed Session Report
4. The Pledge of Allegiance will be led by students from Lindo Park. Following the pledge, Principal Tessa Green, will share highlights from the school.

### **E. PUBLIC HEARING-BARONA CHARTER SCHOOL RENEWAL**

1. **PUBLIC HEARING:** The Board of Trustees will conduct a public hearing pursuant to Education Code 47605(b) to consider the renewal petition of Barona Charter School (formally known as Barona Indian Charter School) for the period of July 1, 2015-June 30, 2030.
  - A. Presentation: Barona Charter School, formally known as Barona Indian Charter School Principal, Julie Cushman and Barona Tribal Council Chairman/BICS Board Chairman, Raymond Welch, will present information related to the charter school's renewal petition submitted to Lakeside Union School District.
  - B. Public comment will be heard related to the renewal petition of Barona Indian Charter School.

F. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

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

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

H. PRESENTATIONS

1. Kristie Summers, Director of Child Nutrition, will present an update on the LUSD Child Nutrition Program.
2. Dr. Natalie Winspear, Assistant Superintendent, will present the LCAP Mid-Year Update.

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 **Approval** is requested of the minutes of the regular board meeting of January 16, 2025.
- 2.2 **Selection** is requested of six (6) candidates for the California School Boards Associations' Delegate Assembly for Region 17 (San Diego County).
- 2.3 **Adoption** is requested of Resolution No. 2025-10, designating the week of March 3-7th, 2025 as "Love of Reading Week" in the Lakeside Union School District and urging members of the community to participate by reading their favorite stories to district students.

EDUCATION SERVICES

- 3.1 **Notification** is provided to the board of the Extended School Year dates for 2024-2025: June 23-July 18, 2025 with a preparation day for teachers on June 20<sup>th</sup>.

HUMAN RESOURCES

- 4.1 **Approval/Ratification** is requested of Personnel Assignment Order 2025-10.
- 4.2 **Approval** is requested of an Affiliation Agreement with The Board of Trustees of Southern Illinois University for a Speech Language Pathologist intern agreement.

BUSINESS SERVICES

- 5.1 **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.
- 5.2 **Approval** is requested of the purchase of one relocatable building through American Modular the piggyback bid and previous Resolution No. 2024-11 (Santa Cruz City Schools contract) extended to June 30, 2025. The building will be used for Extended Student Services at Tierra Del Sol Middle School. Projected cost of project is \$629,630.00 and will be paid from ELOP funds.
- 5.3 **Approval** is requested of the 2024-2025 After School Education and Safety Program (ASES) Grant Memorandum of Understanding.
- 5.4 **Approval** of the Cerebrate Software program for DREAM Academy in the amount of \$1,275.00.
- 5.5 **Approval** is requested of the contract with Home Turf in the amount of \$16,340.00 for the turf playground area at Winter Gardens Elementary, paid by ELOP funds.
- 5.6 **Approval** is requested of the following annual contracts for the 2024-2025 school year: A) Easy Open Garage Door Co (ESS), B) Solana Center for Environmental Innovation (Lakeview), C) Dinah Brown (Lakeview), D) Fire Safe Kids-Burn Institute (Lindo Park), E) Brian Moehl, San Diego Bird Alliance (Lindo Park), F) City Heights Music School (RIA/WG), G) Catapult Learning West (Ed Services), H) American Modular Building (ESS)
- 5.7 **Approval** is requested of an out-of-county field trip for DREAM Academy to Knott's Berry Farm Physics Day on March 13, 2025.
- 5.8 **Approval** is requested of the following gifts to the District: A) Veterans of Foreign Wars (VFW) (LMS); B) Frank Hilliker (LMS); C) Lakeside Kiwanis Club (Lindo Park); D) Lakeside Farms PTA (Fall Carnival); E) Lakeside Farms PTA (Put In Cups); F) Lemon Crest PTA (Fall Carnival); Lakeview PTA (Biztown Transportation)

BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND/OR EXHIBITS

- 6.1 **Adoption** is requested for Board Policy and Administrative Regulation 3515.5: Sex Offender Notification.
- 6.2 **Adoption** is requested of Board Bylaw 9240: Board Training.
- 6.3 **Adoption** is requested of Board Policy and Regulation 1250: Visitors/Outsiders.

J. DISCUSSION ITEMS

Miscellaneous:

1. Enrollment Report for Month 5 (December 9, 2024-January 3, 2025)
2. Quarterly Investment Reports, San Diego County Treasury Investment Pool as of quarter ended December 31, 2024.
3. Legislative Updates

First Readings:

4. Board Policy 5030: Student Wellness.
5. Board Policy and Administrative Regulation 3100: Budget

DISCUSSION ITEMS (CONTINUED)

6. Board Policy and Administrative Regulation 3280: Sale or Lease of District-Owned Real Property.
7. Board Policy 3320: Claims and Actions Against the District. AR 3320: Proposed for deletion.
8. Administrative Regulation 5116.1: Intradistrict Open Enrollment.

K. REPORTS TO THE BOARD

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

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*  
ROBIN BALLARIN  
*Assistant Superintendent*



Board of Trustees:

JIM BENNETT  
AUTUMN ELLENSON  
ANDREW HAYES  
LARA HOEFER MOIR  
RON KASPER

## NOTICE OF PUBLIC HEARING

Barona Charter School (formerly known as)  
Barona Indian Charter School Renewal  
for the period July 1, 2025-June 30, 2030

### POSTED

**PURPOSE:** Please take notice that on Thursday, February 13, 2025, at approximately 6:00 p.m., The Board of Trustees of the Lakeside Union School District will conduct a public hearing to consider the renewal of the Barona Indian Charter School. Pursuant to Education Code 47605, the Board must hold a public hearing within sixty (60) days of receipt of a petition and either "grant or deny" the charter within ninety (90) days of receipt of the petition, unless both parties mutually agree to an extension of up to 30 days. The Board will make a decision at an upcoming board meeting within the specified time frame. A copy of the petition is available for review at the District's Administration Center. For more information, please contact the Business Services Department at 619-390-2640.

**DATE:** February 13, 2025

**TIME:** 6:00 p.m.

**LOCATION:** Lakeside Union School District  
District Office  
12335 Woodside Ave.  
Lakeside, CA 92040

**Purpose:** Public Hearing, Education Code 47605 (b)

February 3, 2025

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

# **Barona Charter School**

**A Charter School Renewal Petition  
Presented to  
The Governing Board of the Lakeside Union School District**



Prepared in compliance with the terms, conditions, and requirements of  
Education Code 47600 et seq. - The Charter Schools Act

**Charter Renewal Term:  
July 1, 2025 - June 30, 2030**

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Appendix F – Operational Budget, Cashflow, and Financial Projections

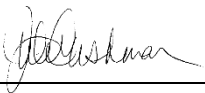
## **I. AFFIRMATIONS/ASSURANCES**

As the authorized lead petitioner, I, Julie Cushman, hereby certify that the information submitted in this application for the renewal of the Barona Charter School (“Charter School” or “BCS”) to be located within the boundaries of the Lakeside Union School District (“District”), is true to the best of my knowledge and belief. In accordance with Education Code Section 47605(b), I hereby certify that I deem this renewal petition to be complete for purposes of commencing the timelines for the District’s review and approval. I also certify that this application does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter renewal, the Charter School:

- Shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605 and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]
- Shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(c)(6)]
- Shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- Shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]
- Shall admit all students who wish to attend the Charter School, and who submit a timely application, unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random lottery process. Except as required by Education Code Section 47605(e)(2), admission to the Charter School shall not be determined according to the place of residence of the student or of that student’s parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)]
- Shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)]
- Shall adhere to all applicable provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1974, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.

- Shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- Shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes and regulations in the same manner as a governing board of a school district. The Charter School shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district. [Ref. California Education Code Section 47605(l)]
- Shall at all times maintain all necessary and appropriate insurance coverage.
- Shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D)
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. [Ref. California Education Code Section 47605(e)(3)]
- May encourage parental involvement, but shall notify the parents and 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. [Ref. California Education Code Section 47605(n)]
- Shall not discourage a student from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii). [Ref. California Education Code Section 47605(e)(4)(A)]
- Shall not request a student's records or require a parent, guardian, or student to submit the student's records to the Charter School before enrollment. [Ref. California Education Code Section 47605(e)(4)(B)]
- Shall not encourage a student currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the student or because the student exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii). This subparagraph shall not apply to actions taken by the Charter School pursuant to the procedures by which student can be suspended or expelled from the Charter School for disciplinary reasons or otherwise involuntarily removed from the Charter School for any reason. [Ref. California Education Code Section 47605(e)(4)(C)]

- Shall comply with Education Code Section 47605(e)(4)(D) by posting the appropriate notice on the Charter School’s website and providing a copy to a parent or guardian, or student if the student is 18 years of age or older, as required.
- Shall meet all the facility requirements as specified in Education Code 47610.
- Will follow any and all other federal, state, and local laws and regulations that apply to the Charter School, including, but not limited to:
  - The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)(2)]
  - The Charter School shall on a regular basis consult with its parents, legal guardians, and teachers regarding the Charter School’s education programs. [Ref. California Education Code Section 47605(d)(2)]
  - The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. California Education Code Section 47605 and 47605.1]
  - The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Section 47612(b) and 47610]
  - The Charter School shall comply with Education Code Section 47604.1 and be subject to the Ralph M. Brown Act, the Public Records Act, the Political Reform Act, and Government Code Section 1090 *et seq.*
  - The Charter School shall comply with the Family Educational Rights and Privacy Act.
  - The Charter School shall meet or exceed the legally required minimum number of school days pursuant to Title 5 California Code of Regulations Section 11960.




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*Julie Cushman, Lead Petitioner  
Principal/Director, Barona Charter School*

12/17/2024

*Date*

## **II. RENEWAL CRITERIA/ ACCOMPLISHMENTS / EXECUTIVE SUMMARY**

### **RENEWAL CRITERIA**

There are three “tracks” for renewal under AB 1505 (2019) based on a school’s Dashboard indicators, and Barona Charter School is in the “middle” track. (See Charter School Performance Category Data File published by the CDE on March 12, 2024.) Under Education Code section 47607.2(b)(1), for schools in the “middle” track, the District “shall consider” the school’s performance on the state and local Dashboard indicators, but the District “shall provide greater weight” to measurements of academic performance (e.g., ELA and Math). As shown on the 2023 Dashboard for Barona Charter School:

- ✓ Our students “increased significantly” schoolwide on both ELA and Math, with growth of 20.6 points in ELA and 32.5 points in Math.
- ✓ Three of the four student groups with data available on the Dashboard “increased significantly” in ELA:
  - American Indian students increased by 35.1 points.
  - Hispanic students increased by 20.9 points.
  - Students with Disabilities increased by 36.1 points.
- ✓ All four student groups with data available on the Dashboard increased in Math, and three of the four “increased significantly:”
  - American Indian students increased by 21.6 points.
  - Hispanic students increased by 58.3 points.
  - Students with Disabilities increased by 12 points.
  - Socioeconomically Disadvantaged students increased by 26.7 points.
- ✓ We maintained a 0% suspension rate for the second year in a row, resulting in the best possible Dashboard color (Blue).
- ✓ Our chronic absenteeism rate “declined significantly” by 7.4% schoolwide, resulting in a Yellow Dashboard color.
- ✓ Three of the five student groups with data available on the Dashboard declined in chronic absenteeism rate:
  - Hispanic students declined by 14.1%
  - Students with Disabilities declined by 3.4%.
  - White students declined by 5.7%.

- ✓ We have met all of the Local Indicators every year that Dashboard data was published.

CDE has not yet updated the Charter School Performance Category Data File based on the 2024 Dashboard, but Barona is expected to remain in the “middle” track. As shown on the 2024 Dashboard:

- ✓ Our students “increased significantly” in ELA by 21.2 points and “maintained” their score in Math.
- ✓ All four student groups with data available on the Dashboard “increased significantly” in ELA:
  - American Indian students increased by 17.3 points.
  - Hispanic students increased by 35.4 points.
  - Students with Disabilities increased 50.2 points.
  - Socioeconomically disadvantaged students increased by 50.4 points
- ✓ Three of the four student groups with data available on the Dashboard increased in Math:
  - American Indian students increased by 12.5 points.
  - Students with Disabilities increased by 27.5 points.
  - Socioeconomically Disadvantaged students increased by 10.3 points.
- ✓ We maintained a 0% suspension rate for the third year in a row, resulting in the best possible Dashboard color (Blue).
- ✓ Our two numerically significant student groups (American Indian and Socioeconomically Disadvantaged) declined in chronic absenteeism rate.
- ✓ We again met all of the Local Indicators.

In addition to the Dashboard indicators, to the extent verified data is provided by the Charter School, the District is required to consider clear and convincing evidence showing that the school achieved measurable increases in academic achievement, as defined by at least one year’s progress for each year in school. (Ed. Code, § 47607.2(b)(3).) Although the Charter school is not required to provide additional academic data as part of its charter renewal due to being placed in the “middle” track, as shown below, the Charter School has experienced recent increases in academic achievement:

The California Assessment of Student Performance and Progress (“CAASPP”) is on the “verified data” list adopted by the State Board of Education for purposes of charter renewal. Based on 2023 CAASPP scores:

- ✓ The percentage of students schoolwide who met or exceeded standards in ELA increased from 24.08% in 2021-22 to 24.52% in 2022-23.
- ✓ The percentage of students schoolwide who met or exceeded standards in Math increased from 3.70% in 2021-22 to 18.86% in 2023-24.



Based on 2024 CAASPP scores:

- ✓ The percentage of students schoolwide who met or exceeded standards in ELA increased over the current charter term, going from 26.23% in 2017-18 to 36% in 2023-24.
- ✓ The percentage of students schoolwide who met or exceeded standards in Math increased over the current charter term, going from 13.12% in 2017-18 to 18.36% in 2023-24.

Barona Charter School began using iReady Assessments K-8 by Curriculum Associates during the 2023-24 school year, which is also on the “verified data” list for purposes of charter renewal. Based on our 2023-24 iReady data, our students have experienced measurable increases in academic achievement:

- ✓ The median percent progress towards “Typical Growth” was 126% in Reading. “Typical Growth” is the average annual growth for a student at their grade and baseline placement level (i.e., one year’s progress). This means that the majority of our students surpassed their average annual growth target in 2023-24.
- ✓ In seven of the nine grade levels tested in Reading (grades 1-7), at least 50% of students met their Typical Growth target. This is evidence that a majority of our students achieved at least one year’s progress in 2023-24 by meeting or exceeding their average annual growth target.
- ✓ The median percent progress towards “Typical Growth” was 100% in Math. This means that the majority of our students surpassed their average annual growth target in 2023-24.
- ✓ In seven of the nine grade levels tested in Math (grades 1-4 and 6-8), at least 50% of students met their Typical Growth target. This is evidence that a majority of our students achieved at least one year’s progress in 2023-24 by meeting or exceeding their average annual growth target.

Copies of our iReady Diagnostic Growth reports are attached as Appendix A.

We are proud of our students’ continued growth in terms of academic achievement, but we are always working to use data to improve our program so that our students are prepared for high school and life beyond. Several of the ways that Barona Charter School has used data driven instruction in the current charter term are described in detail in the “Accomplishments” section below. Renewing the charter for Barona Charter School is in the best interest of students.

Barona Charter School more than meets the legal standard for a five-year charter renewal under Education Code section 47607.2(b)(7).

### **ACCOMPLISHMENTS AND UPDATES**

Barona Charter School has established a comprehensive and deliberate process to fully implement the expectations outlined in our charter. At the core of this initiative is a commitment to becoming a fully standards-based organization, one that not only adheres to state and national benchmarks but also places an emphasis on the unique needs of each student. This dual focus on standards and individualization is critical to ensuring that all students, regardless of their background or abilities, can achieve academic success and personal growth within our school environment. This commitment is

reflected in our tailored educational programs, which aim to engage all learners and promote their individual growth.

Since our last charter renewal, we have successfully maintained our enrollment numbers, demonstrating our appeal and reliability within the community. Additionally, we pride ourselves on being fiscally strong, allowing us to invest in resources and initiatives that enhance our educational offerings. The school's financial stability, allowing us to allocate more resources toward student support services, enrichment programs, and professional development for our staff. This also provides greater organizational flexibility, enabling us to respond more dynamically to emerging needs, whether it be the development of new academic programs, addressing the socio-emotional needs of our students, or improving our facilities to create a more conducive learning environment. In essence, this growth allows us to maintain a responsive, adaptable approach to our mission, which is crucial for meeting both current and future demands.

To increase ADA and reduce chronic absenteeism, the school has created and funded the position of Family Resource Coordinator. Our continuous efforts to increase our Average Daily Attendance (ADA) are supported by a multi-faceted approach, which includes targeted outreach and engagement strategies. Our Family Resource Coordinator plays a crucial role in this process, working closely with students and their families to identify and overcome obstacles that may hinder consistent attendance. This includes providing support for counseling services, and connecting families with community resources that promote student well-being. The Family Resource Coordinator collaborates with families to offer practical solutions that help ensure their children attend school regularly and on time. Addressing chronic absenteeism is a team effort, with Barona Charter School partnering with various external organizations, including the County Office of Education, Southern Indian Health, and multiple psychological service providers. Emphasizing the importance of consistent attendance is a crucial part of the strategy to reduce chronic absenteeism.

We have undertaken a thorough evaluation of our existing programs to identify areas where improvements could be made to better serve our students. This evaluation was essential in highlighting both the successes and challenges of our current model. To enhance student learning outcomes, we have set a clear objective: to implement changes that are not only rapid in addressing immediate needs but also sustainable over the long term. This ensures that the improvements we make now will continue to benefit future generations of students, creating a solid foundation for continued academic excellence.

To achieve this, we are implementing several critical components that will drive these improvements. First, we are focusing on curriculum enhancement, ensuring that it is not only aligned with state standards but also responsive to the diverse learning needs and interests of our students. This includes integrating more project-based learning opportunities, hands-on experiences, and culturally relevant materials that reflect our students' backgrounds and the community we serve.

Second, we are adopting data-driven instructional practices, utilizing both formative and summative assessments to monitor student progress in real time and adjust our teaching strategies accordingly. By closely analyzing student data, we can provide targeted interventions to those who need additional support and challenge those who are excelling.

Third, we are prioritizing professional development for our staff, ensuring that teachers and support staff are equipped with the latest instructional strategies and tools to meet the evolving needs of our students. Recent professional development activities include Math Transformations, the Arise Literacy Grant, staff-wide training on the Leader in Me Program, and technical training for the new interactive flat panels used in the classroom. Barona Charter School recognizes that ongoing professional development is crucial for sustaining high instructional quality and promoting a culture of continuous improvement.

Finally, we are integrating innovative teaching methodologies into the classroom. This includes a focus on differentiated instruction, technology integration, and collaborative learning models, all of which are designed to engage students more deeply and cater to a wide range of learning styles. By personalizing the learning experience, we aim to create a more inclusive and equitable environment where all students can thrive academically, socially, and emotionally.

Barona Charter School continues to be dedicated to serving a diverse student body that includes not only the Native American population but also students from surrounding communities and the Barona work community. We embrace all children who reside in the area or choose to attend our school, fostering an inclusive environment where every student feels valued and empowered to succeed.

## **Personnel**

The core of the teaching and learning experience lies in the teacher's ability to create meaningful connections with students, inspire growth, and foster a dynamic learning environment. Teachers at Barona Charter School are central to sparking curiosity, motivating students to excel, and supporting both their academic and personal development. They serve as mentors, adapting lessons to meet the unique needs of their students while ensuring that learning is engaging and relevant. The ability to personalize instruction and build strong relationships is fundamental to student success.

Barona Charter School is committed to hiring the most qualified staff members to ensure a high-quality educational experience for our students. However, this goal presents unique challenges due to our school's relatively small size and remote location. With a total staff of only 14, including 6 teachers, the departure of even a single team member can significantly affect our school community and the learning environment. In a small school setting, opportunities for professional growth and leadership development can be limited, which poses a challenge for staff retention. To address this issue, we actively work to minimize turnover by thoroughly educating prospective employees about our staffing structure and the distinct dynamics of our school. We also offer competitive salaries that are commensurate with their experience and qualifications.

Research consistently shows that highly effective teachers significantly impact student achievement, particularly those with specialized expertise. Teachers with these qualifications can provide differentiated instruction, design tailored lessons, and use innovative methods to address diverse student needs. This approach is especially important for students requiring additional support or coming from underserved communities. At Barona Charter School, six highly qualified teachers bring specialized knowledge and a commitment to continuous professional growth. This focus on teacher excellence aligns with LCAP (Local Control and Accountability Plan) goals, ensuring that every student has access to skilled teachers and high-quality resources.

Professional development plays a crucial role in maintaining high teaching standards. Barona Charter School offers weekly Friday faculty meetings that encourage collaboration and discussion on instructional practices, student learning, and school-wide expectations. These sessions ensure that teachers are continuously improving, sharing strategies, and staying aligned in their goal of enhancing teaching quality. A significant part of professional development is the implementation of the iReady Diagnostic assessment system, which provides detailed insights into student performance. iReady helps teachers design targeted lessons for high-achieving students while offering additional support for those who need it, ensuring that instruction is tailored to individual student needs. The system also allows for real-time monitoring of student progress, enabling teachers to make timely adjustments for continuous growth.

The overarching goal at Barona Charter School is to ensure that every student reaches their full academic potential. By leveraging data from iReady and other assessments, teachers can make informed instructional decisions, identify students requiring additional support, and provide enrichment for those excelling. This data-driven approach creates a learning environment that is inclusive, personalized, and focused on growth for each student.

By prioritizing highly qualified educators, fostering strong partnerships with specialized service providers, and emphasizing data-driven professional development, Barona Charter School is positioned to meet the diverse needs of its students. This holistic approach ensures the improvement of teaching and learning outcomes, while fostering a supportive school community dedicated to every student's success.

## **Facilities**

The Barona Charter School Board of Directors is unwavering in its commitment to maintaining the school's facilities to the highest standards. The campus is in excellent condition, reflecting the respect and pride that students have for their environment. This positive attitude is evident in their care for shared spaces, contributing to an overall atmosphere of responsibility and community.

Regular and systematic maintenance is not just a routine task; it is a cornerstone of the Board's proactive support for the school. From routine repainting to ensure bright, inviting classrooms, to projects that enhance safety and functionality, every aspect of facility upkeep is approached with diligence and a keen eye for detail. Repairs are handled swiftly to minimize disruption, while landscaping efforts beautify the grounds and create welcoming outdoor spaces for learning and recreation.

Recently, the addition of a brand-new cafeteria marks a significant milestone in our efforts to enhance the National Lunch Program initiative. This state-of-the-art facility not only provides nutritious meals for our students but also serves as a vibrant gathering space that fosters community and connection. The Board remains dedicated to creating an enriching environment that supports both academic and social development for all students.

## **Scheduling**

As a charter school, Barona Charter School has both the flexibility and the responsibility to adapt our educational programs to best meet the learning needs of our students. This unique opportunity has enabled us to thoughtfully adjust our instructional day to create an optimized schedule that enhances learning outcomes. The daily schedule prioritizes core subjects such as math, reading, and language

arts, with teachers encouraged to integrate arts, science, and STEM into these core areas. Like many schools, the lasting effects of COVID are still felt. At BICS, we recognize the importance of our students' health and wellness. Each day, students are welcomed during morning meetings with their teacher and classmates, providing an opportunity to share challenges and receive support. Additionally, all grade levels participate in regular PE and health classes. For our youngest learners in grades K-2, we have designed a schedule that maximizes engagement and provides the developmental support necessary for foundational skills. In grades 3-8, we have created two dedicated instructional blocks for core subject areas, such as math, which allow for extended, uninterrupted learning sessions that build both knowledge and skills. This schedule allows our teachers to tailor their instruction to be responsive and effective, ensuring that every student has the best possible learning experience..

### **Curriculum/Instructional Materials**

Since the last reauthorization, the category of curriculum/instructional materials has undergone a transformation. The emergence of digital media and mobile platforms have profoundly changed how learning and teaching occur at BCS. The following is list of educational materials currently utilized at BCS:

- Math/Reading/ELA:
  - iReady Diagnostic Pathways - For all students TK-8
- Reading/ ELA:
  - Magnetic Reading and Reading Core - For grades TK-5
  - Amplify ELA - For grades 6-8
- Mathematics:
  - Savvas Envision Math - For grades TK-5
  - Amplify Desmos - For grades 6-8
- Science (NGSS):
  - Twig Science (pilot) - For grades TK-8
  - Mystery Science - For grades TK-5
  - Generation Genius - For grades 6-8
- Social Studies:
  - Studies Weekly TK-8
- Supplemental Materials for Math:
  - Reflex/Frax Math
  - ESGI Diagnostic
  - Math Transformations

### **Pedagogy**

Barona Charter School is committed to preparing students for success beyond high school by fostering a curriculum that emphasizes college and career readiness. To support our students in meeting the demands of an increasingly rigorous academic environment, we utilize research-based instructional strategies proven to enhance student achievement. One of our primary focuses is creating a culture that encourages students to embrace challenges, develop resilience, and understand that sustained effort leads to academic growth and mastery.

To promote active student participation and deeper learning, we prioritize Effective Questioning techniques in our classrooms. These techniques are designed to stimulate critical thinking, deepen

comprehension, and encourage students to engage in meaningful discussions with both their peers and teachers. By asking open-ended questions and encouraging students to analyze, evaluate, and synthesize information, we help them build essential problem-solving and analytical skills that are vital for college and career success.

Additionally, our curriculum promotes student ownership of learning by fostering an environment where students feel empowered to set personal academic goals, track their progress, and reflect on their achievements. These strategies are integral to our mission of creating a dynamic and academically rigorous environment where students are equipped with the skills, knowledge, and confidence to navigate future educational and career opportunities successfully.

### **School Climate/Culture**

Barona Charter School acknowledges the growing importance of our students' socio-emotional needs. In partnership with organizations such as Southern Indian Health and contracted counseling services, we strive to support students who may be experiencing stress following the COVID-19 pandemic. We believe that this support is essential for enhancing our students' learning experiences.

In the 2021-22 school year, Barona Charter School implemented the Leader in Me program, which is founded on the principle that everyone has the potential to lead. This comprehensive TK-12 framework promotes student leadership, fosters a culture of trust, and enhances academic achievement. The program equips students, educators, and families with vital leadership and life skills, ensuring they are well-prepared for success. Our students take on active leadership roles in their own education, starting by learning to lead themselves before progressing to lead others. Leader in Me focuses on three key areas: leadership, culture, and academics.

#### Leadership:

- **Modeling by Adults:** All adults involved in student achievement learn and exemplify effective practices at school, home, and in the community.
- **Student Leadership Opportunities:** We create systems that allow students to lead, teach, and learn from one another in all areas of their educational experience.

#### Culture:

- **Empowering Environment:** Staff, students, and families work together to create and sustain an environment that empowers students and recognizes the worth and potential of everyone.
- **Shared Leadership:** We build systems to genuinely involve students in the ongoing improvement of the school and community, providing them with real opportunities to lead, innovate, and collaborate.

#### Academics:

- **Goal Awareness:** Everyone understands and can articulate the goals and the current progress toward achieving them.

- **Learner Empowerment:** Students utilize Leadership Portfolios to take primary ownership of updating, assessing, and reflecting on their progress toward personal and academic objectives.

The success of the Leader in Me program is driven by measurable results, which are integral to our implementation.

Maintaining communication with parents and guardians remains a priority. We utilize various methods—telephone, text, email, and our SIS, Infinite Campus—to ensure that families are connected with the school. They can stay informed about classroom and school events through teacher and school websites.

A distinctive aspect of our school is the integration of our cultural program. Students learn about the history and culture of the Kumeyaay Tribe on a weekly basis through collaborative classes with the Barona Cultural Center & Museum. Additionally, they learn the fundamentals of the Kumeyaay language during library sessions. We take great pride in the culture projects completed by our students, which have been showcased in local San Diego museums, including the Mingei Museum, San Diego Museum of Contemporary Art, and the Children’s Museum.

## **Attendance**

Barona Charter School aims for the following attendance standards for all students:

1. A maximum of 3 unexcused absences in a school year.
2. A maximum of 10 excused absences in a school year.
3. No more than 3 tardies ( $\leq 30$  minutes late) in a school year.

To achieve these goals, BCS staff is dedicated to:

- Reducing the number of students arriving late to class.
- Decreasing the number of students who miss five or more school days.
- Raising parental awareness about the significance of attendance, punctuality, and available resources.
- Recognizing students with perfect attendance (no absences) monthly at an awards assembly.
- Honoring students with perfect attendance for the entire school year at a year-end awards assembly.

When absenteeism becomes a recurring issue, the Family Resource Coordinator works closely with families to identify and address the underlying challenges contributing to chronic absenteeism. This process often involves open communication and support, allowing the coordinator to understand any barriers the family may be facing, such as transportation difficulties, health concerns, or other personal circumstances impacting regular attendance. The Family Resource Coordinator may provide resources, referrals to community services, or guidance on creating a supportive routine to help improve the student's attendance.

If these interventions and support efforts are unsuccessful in improving the student’s attendance, the school staff is prepared to initiate the School Attendance Review Board (SARB) process. This process involves a formal meeting with parents or guardians, the student, and relevant school and community representatives to address the issue comprehensively. The SARB process serves as a structured opportunity to develop a tailored attendance improvement plan, outline expectations, and,

when necessary, set consequences for continued absenteeism. The goal is to work collaboratively with the family to ensure that every student has the opportunity to attend school regularly, thereby supporting their academic success and overall well-being. Barona Charter School continues to face significant challenges related to chronic absenteeism, particularly within our Native American student population. This issue not only affects academic performance but also impacts students' social development and overall well-being. To combat this, we are dedicated to implementing a multifaceted approach that involves educating parents about the importance of regular school attendance and its long-term benefits for their children's future.

We aim to build strong, trusting relationships with families, recognizing that open communication is essential for understanding the unique challenges they face. By actively engaging with parents, we can identify and address specific obstacles that may be preventing students from attending school consistently, such as transportation issues, health-related concerns, or lack of access to resources.

In addition, we will offer support services and programs designed to encourage attendance, including mentorship opportunities, attendance incentives, and workshops that equip families with tools to prioritize education. Through these efforts, we hope to foster a school culture that values consistent attendance and empowers students to thrive both academically and personally.

## **Technology**

Barona Charter School is committed to staying at the forefront of educational technology, ensuring that students are prepared to succeed in a digitally connected world. Each classroom is equipped with high-speed internet access, available through both cable and Wi-Fi, creating a seamless online environment for learning and engagement. In grades 3-8, each student is provided with an individual Chromebook, which allows them to access digital resources, receive assignments, collaborate on group projects, and complete assessments with ease. For younger students in transitional kindergarten through grade 2, personal iPads are available, allowing them to engage with age-appropriate educational apps and activities designed to build foundational skills.

The school has adopted the iReady platform, a robust digital tool that provides personalized learning paths tailored to each student's individual needs. This platform adapts to students' performance levels in subjects like math and reading, helping them strengthen skills and grow at their own pace. With iReady, students can practice skills in areas where they need improvement and progress through more challenging material as they gain confidence and competence.

Each classroom is also outfitted with interactive flat panels, which serve as dynamic teaching tools that engage students through visual and interactive elements. These panels enable teachers to incorporate multimedia presentations, interactive lessons, and digital whiteboards, enhancing the overall learning experience. By integrating these advanced technologies, Barona Charter School fosters a modern, engaging, and responsive educational environment that prepares students for future academic and career success.

## **Assessment/Evaluation**

At Barona Charter School, reliable, current, and standards-aligned assessments are a cornerstone of our approach to achieving sustainable improvements in student learning. By implementing a strategic



combination of comprehensive trimester assessments and the iReady platform, we equip our faculty with immediate, data-driven insights specifically designed to address the unique academic needs of each student. These assessments are carefully aligned with state standards and offer an accurate reflection of students' progress, allowing educators to continuously monitor and respond to their learning trajectories.

The trimester assessments provide a broad view of students' mastery in core subjects, offering a snapshot of their knowledge and skills at key intervals throughout the year. This enables teachers to identify patterns, trends, and areas in need of focus, ensuring that instructional strategies can be adjusted to support both individual and class-wide needs. Meanwhile, the iReady platform delivers tailored insights on an ongoing basis, allowing for real-time monitoring and the implementation of targeted interventions. With iReady's adaptive assessments, teachers gain a deeper understanding of each student's specific strengths and challenges, helping to create individualized learning experiences that support every learner's development.

Additionally, the interactive nature of the iReady assessments actively engages students in the learning process by presenting material in a dynamic and accessible format. This interactivity helps students stay invested in their own progress, as they can clearly see how their efforts directly contribute to their academic growth. By giving students opportunities to track their progress and witness tangible improvements over time, this approach fosters a sense of accountability and motivation in their educational journey. The combined use of trimester assessments and iReady data provides our teachers with the necessary tools to deliver responsive, evidence-based instruction, ensuring that each student receives the support they need to thrive academically. This commitment to data-driven practices not only enhances current academic performance but also lays a strong foundation for long-term academic success.

## **Name Change**

Changing the name of Barona Indian Charter School to Barona Charter School is an important step in fostering inclusivity, respect, and cultural sensitivity within the educational community and beyond. The term "Indian" is an outdated and, for many, an insensitive term that does not accurately reflect the unique identities and rich cultures of Indigenous communities. By choosing a name that avoids this term, the school demonstrates a commitment to respecting the preferences and dignity of the Barona Band of Mission Indians, honoring their heritage in a way that feels relevant and respectful to the community today.

The new name "Barona Charter School" not only preserves the connection to the Barona community but also positions the school as a modern, inclusive institution that embraces diverse cultural identities and aims to provide an environment of mutual respect and understanding. This change signals to students, families, and the broader public that the school values progressiveness and sensitivity in representing Indigenous cultures. Furthermore, the shift can positively influence the learning atmosphere, promoting a sense of pride among Native students and encouraging cultural awareness among all students, helping them to become more understanding and empathetic members of society.

## **EXECUTIVE SUMMARY**

Our students and families deserve access to an outstanding education within a system that not only upholds but actively promotes opportunity and choice for everyone. This charter is thoughtfully designed to provide a distinctive educational opportunity that places a premium on accountability, flexibility, and innovation, offering students a customized pathway to success. We foster a collaborative environment where parents, teachers, and staff work closely together, creating an open channel for meaningful parent-teacher involvement that enhances student learning and development.

Our commitment to parent choice allows families to engage deeply in the educational journey, tailoring it to align with their values, goals, and children's unique needs. Through strong partnerships, we leverage diverse resources and expertise, further enriching the educational experience. This collaborative approach empowers us to deliver a well-rounded, future-focused education that not only equips students with essential skills and knowledge but also cultivates confidence, resilience, and a lifelong love of learning. Together, we are building a supportive and inclusive environment that not only addresses today's educational demands but also lays a strong foundation for students to thrive in the world of tomorrow.

### **Vision**

***BCS empowers and equips students with the skills to achieve success in a rapidly changing world while maintaining the unique traditions and character of the Kumeyaay people. Our children soar to success, while standing on a culturally rich foundation with a global perspective, to become leaders that shape our future.***

The Barona Band of Mission Indians would like to continue to invest in the future of young people in the community and those children of the Barona work community by providing a small, nurturing, and academically challenging educational environment. They acknowledge that children learn best in their own traditional settings and would like to share their cultural traditions and values with their own children as well as other non-Native American children. However, as a public charter school, Barona Charter School is open to all students who want to attend, regardless of their racial or ethnic background.

Barona Charter School is deeply committed to maintaining the highest standards of educational excellence and student development. High expectations for student performance are reinforced not only by parents, administrators, faculty, and staff but also by dedicated community members and local business partners. This shared commitment creates a strong support network that empowers students to reach their fullest potential. Each student is provided with rich opportunities to develop essential leadership skills, exhibit good citizenship, cultivate a robust work ethic, and establish a core value system that will guide them throughout their lives.

Parents play an integral role as active participants in their children's educational journey, regularly engaging with the school to support and reinforce academic and personal growth. This involvement fosters a partnership that strengthens the school community and enhances student success.

Our teachers are exceptional professionals who go above and beyond, committed to high achievement through a multifaceted approach that combines collaboration, continuous staff development, rigorous accountability, and personalized attention to student needs. Regular professional learning sessions

ensure that faculty are equipped with the latest pedagogical strategies and tools, enabling them to adapt to each student's unique learning style and pace. Through collaborative planning and peer feedback, teachers work together to create a cohesive, supportive environment that prioritizes academic excellence, cultural respect, and individual well-being. This approach ensures that every child not only meets but often exceeds the school's high standards, preparing them for future challenges and successes.

## **Mission**

***We strive to educate all students  
to reach the highest level of academic achievement through individualized teaching, small  
classroom settings, and culturally rich programs.***

Barona Charter School's small school environment and class sizes enable us to meet both educational and emotional needs. Teachers are in the practice of greeting their students daily and addressing any personal needs a child may express by communicating with parents, and school personnel including our counselor and previous teachers. This is all possible due to the small class sizes. When teachers notice a child struggling academically, modifications can more easily be made due to the ease of teacher communication and accessibility to one another. This is all achieved due to our commitment to maintaining small class sizes.

Cultural diversity is celebrated in several ways such as: Thank You Native America, TK-6 Culture class with collaboration with the Barona Cultural Center and Museum, and the 7/8th grade Heritage Project with the Museum Coordinator. Teachers are always conscious and aware of student backgrounds and tailor their instruction to teach about multiple point-of-view and also ensure that students can identify their own background in the subjects they are studying. The school is naturally accepting of the Kumeyaay culture and traditions. For example, staff members regularly speak with family members outside of the nuclear family. In this environment, parents and other family members work side-by-side with their children, as guided and supported by the school staff and community. The Barona Charter School is also dedicated to developing an appreciation of service to the community. Students work with the Barona Community to design and develop lessons that teach their traditional customs and unique perspectives.

Barona Charter School's curriculum aligns with the Common Core State Standards ("CCSS"). We have adopted ELA, Math, Social Studies, and Science curriculum that aligns with the California academic content standards, including the California CCSS, History-Social Science Content Standards for California Public Schools, and the Next Generation Science Standards.

To promote student accountability and individual ownership of their learning, the school utilizes both standardized assessment and internal diagnostic assessment data. Each student follows a personalized learning pathway that includes both standard and stretch goals, allowing them to track their progress and celebrate their achievements throughout the school year..

## **General Description**

In September 2002, the Barona Charter School opened in the Lakeside Union School District. The school served approximately 80 students in Kindergarten through Eighth Grade in its first year. For the academic year 2023-24, enrollment reached 81 students on Census Day.

### **III. EDUCATIONAL PHILOSOPHY AND PROGRAM (A)**

*Governing Law: A description of the educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21<sup>st</sup> century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. A description of the annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.*

*-- California Education Code Section 47605(c)(5)(A)*

#### **WHOM THE SCHOOL IS ATTEMPTING TO EDUCATE**

The Barona Charter School will educate students in grades K-8 from the Barona community, surrounding community, children of workers of the Barona community, and other area children who by virtue of residence or choice, elect to attend the school.

The Barona Charter School responds to community needs by offering a school program that currently operates Monday through Thursday from 8:00 AM to 2:30 PM. Friday classes currently run from 8:00 AM to 1:30 PM, thereby allowing for professional development activities at the conclusion of formal instructional time. There are currently 180 instructional days in the school year. Afternoon programs of day care, tutoring, athletics, and enrichment opportunities are currently offered to students on a volunteer basis, through school clubs and the Barona Recreation Center.

#### **WHAT IT MEANS TO BE AN “EDUCATED PERSON” IN THE 21<sup>ST</sup> CENTURY**

The purpose of education today is to prepare individuals to lead meaningful, productive lives and fully exercise their rights to “life, liberty, and the pursuit of happiness” in an ever-evolving 21st century. In the modern era, an educated person will understand the shift from a product-based society to an information-driven one, where managing, analyzing, and applying vast amounts of information is essential for both productivity and personal growth. This individual will possess a comprehensive understanding of technology in its many forms, equipped to recognize opportunities for its application in solving emerging social and personal challenges. Additionally, they will seek knowledge and solutions to life’s complexities with an awareness of diverse cultural, social, and individual influences.

Educated individuals will have the skills to apply knowledge practically, connecting insights from history, community needs, and personal strengths to today’s diverse contexts. In these varied settings, they will be capable of gathering, analyzing, interpreting, explaining, sharing, and evaluating information. Yet, while embracing a fast-paced, information-rich world, the educated person will balance this with an appreciation for the humanistic dimensions of life, seeking understanding and enrichment through art, music, dance, physical well-being, and character development.

In the 21st century, an educated person will:

- Use self-awareness to identify learning goals and personal needs

- Strategize their own learning journey
- Reflect and adapt their strategies as needed
- Address needs through social skills and interpersonal insight
- Experience and appreciate the diversity of knowledge found in frameworks like those in California
- Think critically, exploring and responding thoughtfully to new information
- Work collaboratively and build connections through shared learning

### **HOW LEARNING BEST OCCURS**

Barona Charter School is dedicated to applying the best research-proven strategies to provide a rich and rigorous academic program. Our approach is rooted in the belief that learning best occurs in a supportive, collaborative, and culturally reflective environment tailored to meet the diverse needs of all students.

**Small School, Big Impact:** Barona Charter School benefits from a low student-to-teacher ratio, creating a close-knit and supportive learning environment. Research consistently shows that smaller school sizes lead to better learning outcomes, as they foster positive social relationships, increase trust among students and staff, and reduce issues such as violence and conflict. These enhanced relationships directly contribute to improved student achievement, higher attendance rates, and lower dropout rates.

**Parental Engagement:** Learning is strengthened when parents actively participate in the educational journey. Our small school environment naturally encourages parental involvement, which has been further facilitated by modern technology, including mobile apps, websites, and social media platforms. These tools enable parents to stay engaged in their child's progress, fostering continuous learning at home and strengthening the school-community connection.

**Collaboration at the Core:** A collaborative environment is essential for educational success. At Barona Charter School, we prioritize collaboration among all stakeholders – teachers, students, parents, administrators, and the community. By fostering a cooperative culture, we create a space where knowledge and ideas are shared freely, supporting a dynamic and engaging learning experience.

**Goal-Oriented Instruction:** We believe in the importance of setting measurable goals, allowing us to "begin with the end in mind." Our standards-based system ensures that academic programs are clearly directed and focused on student proficiency. To track and support student progress, we utilize the Curriculum Associates iReady platform, which provides personalized learning paths and regular assessment data. iReady allows teachers to monitor student growth and identify areas needing targeted support, helping us to meet individual learning needs effectively.

**Data-Driven Accountability:** Accountability is integral to our educational approach. By continuously collecting and analyzing data, we ensure that our academic programs are responsive

and effective. This transparency allows students, parents, teachers, and administrators to stay informed and involved in the learning process, supporting ongoing improvement.

**Highly Qualified Staff:** The expertise and qualifications of our teachers are critical to student success. Barona Charter School invests in specialized staff development programs to equip our teachers with the skills and knowledge needed for high-quality instruction. In collaboration with the Lakeside Union School District, our staff regularly participates in professional development opportunities to stay current with best practices and innovative teaching methods.

**Strong Literacy Foundation:** Literacy is a cornerstone of academic success. Our program includes a strong emphasis on literacy, particularly in the early years, ensuring that students develop the reading and language skills needed to thrive. For those who require additional support, we offer targeted interventions to help close learning gaps and foster growth.

**Technology Integration:** As a 21st-century learning institution, Barona Charter School recognizes the transformative power of technology. We integrate digital tools and resources into our curriculum to enhance communication, engagement, and skills development. Technology not only supports learning in the classroom but also prepares students to navigate the digital and social landscapes of the modern world.

**Cultural Relevance in Education:** Learning flourishes in an environment that reflects and respects students' cultural backgrounds. Barona Charter School values cultural education as part of our language arts program and beyond. By incorporating cultural elements into our curriculum, we create a more inclusive, affirming, and enriching educational experience, enabling students to see themselves in their studies and connect meaningfully with their heritage.

This comprehensive approach ensures that Barona Charter School provides a holistic education, empowering students to succeed academically, socially, and personally, while preparing them for future challenges and opportunities.

### **EDUCATIONAL PROGRAM**

Barona Charter School provides a curriculum which addresses the needs of the community: emphasis on literacy education, skills programs to enhance the learning of students who have fallen behind in the traditional public school system, and reliance on standards-based curricula which are measurable and accountable.

The academic focus relies on implementing effective research-based programs, emphasizing Language Arts (especially phonics for reading in the kindergarten through second grade curriculums), Computation and Mathematical reasoning, a rigorous Science and History/Social Studies program, and instructionally appropriate uses of technology. Reduced class sizes and an emphasis on using instructional time effectively has allowed for a more focused learning experience. The following research-based methodologies and programs will be utilized:

- Flexible grouping for effective learning and instruction
- Accommodating individual learning styles
- Providing direct instruction
- Utilizing small group work, learning centers, and cooperative learning,

- Project-based learning
- Individualized tutorial sessions
- Thematic instruction
- Guest speakers to talk on a variety of topics that may include career options, self-esteem building, peer relationships, citizenship, social skills, good manners, and playground etiquette
- Educational field trips
- Enrichment programs
- Utilization of a standards-based assessment system that allows for targeted instruction and learning

The focus of instruction will be on student learning as measured by achievement on regularly scheduled standards-based assessments. Student performance data will determine the scope and sequence of the curriculum. California State Framework/Content Standards provide the content and skill levels to be attained by the students. The instructional program will exceed the minimum number of instructional minutes set forth in the Education Code Section 47612.5(a)(1). Instruction will be provided in the content areas of Language Arts/English, Social Studies/History, Math, Science, Spelling and Physical Education. Important curricular aspects of the program include:

- Implementation of Common Core State Standards in all curriculum including standards based benchmarks for learning at all grade levels;
- Individualized educational plans with individualized challenge or reteach goals will be initiated and refined quarterly and collaboratively by teachers with parent input;
- A strong phonemic awareness and phonics program utilizing the Magnetic Reading and Ready Core grades TK-5.
- Amplify ELA6/7/8.
- NGSS focused instruction and hands on science labs
- Envision Math Program TK-5<sup>th</sup> and Amplify Desmos 6<sup>th</sup>- 8th
- Studies Weekly Social Studies series for Grades TK-8. Social studies programs will be enhanced by the partnership with the Barona Museum Educational Program.

## **PLAN FOR ENGLISH LEARNERS**

### **Overview**

The Charter School will meet all applicable legal requirements for English Learners (“EL”) to ensure they receive a high-quality education that addresses their language development and academic needs, including, but not limited to, annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents. The Charter School will offer a range of program options to support English language acquisition while also delivering core content instruction, ensuring that EL students can fully engage with the curriculum.

To support this commitment, the Charter School will ensure that all teachers are qualified and trained to effectively teach EL students, equipping them with strategies and tools to support language development alongside academic growth. The school has clear criteria and procedures for reclassification, enabling EL students to transition to fluent English proficient (FEP) status when they

demonstrate readiness. In addition, the Charter School will implement ongoing monitoring and evaluation processes to assess the effectiveness of its EL programs, making adjustments as needed to enhance outcomes. The school will also fulfill standardized testing requirements for EL students, ensuring they are evaluated fairly and receive the support they need to succeed. Finally, the Charter School will maintain transparent communication with families, providing information on program placement, student progress, and their rights, fostering a strong partnership with EL families in support of student success.

### **Home Language Survey**

The Charter School will administer the home language survey upon a student's initial enrollment into the Charter School (on enrollment forms).

### **ELPAC Testing**

All students who indicate that their home language is other than English will be ELPAC tested within thirty days of initial enrollment<sup>1</sup> and at least annually thereafter until re-designated as fluent English proficient.

The Charter School will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from publisher. The ELPAC shall be used to fulfill the requirements under the Elementary and Secondary Education Act for annual English proficiency testing.

### **Strategies for English Language Learner Instruction and Intervention**

Teachers will be trained to use Specially Designed Academic Instruction in English (SDAIE) techniques to meet the needs of English language learners.

The instructional design model to be used by the Charter School places a heavy emphasis on differentiating instruction to meet the needs of English Language Learners based on their academic and language readiness. Through the well-defined professional development plan that accompanies this instructional design model, teachers will be trained in a variety of instructional strategies to be used specifically with English Learners.

Strategies used within the classroom to meet the needs of students include: small group rotations that utilize EL resources such as leveled readers, grammar specifically designed to meet language acquisition needs, assisted technology to make grade-level instruction accessible to English Learners, and Dictation exercises designed to improve student's writing.

### **Reclassification Procedures**

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

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<sup>1</sup> The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been ELPAC tested. All other students who have indicated a home language other than English will continue with annual ELPAC testing based upon the date last tested at the prior school of enrollment.



- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC (Summative ELAPC Overall Performance Level 4; Summative Alternate ELPAC Performance Level 3).
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parent's opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

#### **PLAN FOR STUDENTS WHO ARE LOW ACHIEVING**

At-risk students at Barona Charter School benefit from a comprehensive approach tailored to address their unique needs. Small class sizes and low teacher-to-student ratios allow for individualized attention and support, ensuring that each student receives a learning experience adapted to their strengths and challenges. Teachers create individualized instructional plans that guide their approach to each student's learning, providing additional tutoring and targeted support when necessary. Within each classroom, teachers utilize a mix of whole-group and small-group instruction, and they modify the curriculum to align with each student's needs. This flexible approach enables teachers to adapt quickly when students struggle, delivering personalized support in real-time.

Teachers continuously monitor students' progress and achievement, remaining attentive to any signs that a student may be falling behind. When students are not meeting academic standards, teachers initiate Tier II Interventions to provide additional support. Small class sizes make it possible for teachers to swiftly modify the curriculum or mode of instruction, ensuring that interventions are effectively implemented. Tier II Interventions used at Barona Charter School include reteaching specific lessons tailored to the student's learning style in a one-on-one setting, utilizing peer assistance, modifying assignments by reducing repetitive questions, using instructional aides for extra support, incorporating assistive technology where needed, and offering alternative seating arrangements to enhance focus and engagement.

If Tier II Interventions in the regular classroom setting do not yield the desired improvements, the Charter School remains dedicated to helping students achieve at expected levels. For students performing below grade level or experiencing behavior issues, the school initiates a Student Study Team (SST) process. The SST process is a collaborative approach involving teachers, administrators,

and other relevant staff members who work together to develop a personalized support plan for the student.

The SST operates using a systematic problem-solving approach to address issues that may be interfering with a student's academic success. This team clarifies specific problems and concerns, develops strategies to address them, organizes resources to support the student, and establishes accountability measures to track progress. The SST also acts as a resource for parents, offering them support and guidance, and serving as a bridge between the school and home. Importantly, the SST process is a general education function, making it accessible to all students without requiring a formal special education designation.

Students eligible for SST support include those performing below grade level, those who have experienced emotional trauma, students with behavioral challenges, and those facing difficulties with language acquisition. Any individual connected to a student, such as teachers, parents, counselors, doctors, administrators, or social workers, can refer the student for an SST evaluation if they have concerns. All relevant parties who have insight into the student's strengths, concerns, and previous strategies can participate in the SST meeting, providing a well-rounded understanding of the student's needs. This collaborative meeting is designed to foster positive outcomes by encouraging open dialogue, sharing resources, and developing a shared plan of action to help the student succeed academically, socially, and emotionally. Through this approach, Barona Charter School strives to bring out the best in each student, creating an inclusive and supportive environment where all students have the opportunity to thrive.

The Charter School SST meeting steps shall include:

1. Team members introduce themselves and their roles
2. Purpose and process of the meeting are stated
3. Timekeeper is appointed
4. Strengths are identified
5. Concerns are discussed, clarified and listed
6. Pertinent information and modifications are listed
7. Concerns are synthesized with one or two chosen for focus
8. Strategies to deal with are chosen; concerns are brainstormed
9. Team chooses best strategies to carry into actions
10. Individuals make commitments to actions
11. Person responsible and timelines for actions are recorded
12. Follow-up date is set

After implementation of an SST plan and follow up, if the problem continues, revisions to the plan may be discussed, or if necessary, a referral for special education or Section 504 assessment might be deemed necessary by the SST team.

### **PLAN FOR STUDENTS WHO ARE HIGH ACHIEVING**

Students who are performing above grade level are identified by teachers through a combination of ongoing progress monitoring, placement tests, course assessments, standardized assessments, and careful observations by both parents and teachers. These various measures provide a comprehensive understanding of each student's strengths and areas of advanced knowledge, allowing teachers to recognize those who may benefit from a more challenging curriculum.

At Barona Charter School, small class sizes and low teacher-to-student ratios create an ideal environment for meeting the needs of high-performing students. Teachers can develop individualized instructional plans tailored to these students, ensuring that the curriculum remains engaging and challenging. This personalized approach enables teachers to adjust the pace and complexity of lessons, introduce advanced content, and encourage critical thinking, problem-solving, and creativity.

Teachers may also implement enrichment activities that align with students' interests and strengths, offering opportunities for deeper exploration in subjects where they excel. This could include independent research projects, advanced reading materials, collaborative group work with other high-achieving peers, or access to online resources and technology that enhance learning. Additionally, these students may be invited to participate in special programs or extracurricular activities that further support their growth and intellectual curiosity.

Through this differentiated approach, Barona Charter School ensures that high-performing students continue to progress and reach their full academic potential. By providing the right level of challenge and support, we foster an environment where all students, regardless of their starting point, can thrive academically and develop a lifelong love of learning.

## **Serving Students with Disabilities**

### **Overview**

The Barona Charter School shall comply with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”), the Individuals with Disabilities in Education Improvement Act of 2004 (“IDEIA”), and applicable Education Code requirements.

The Barona Charter School is a Local Education Agency (“LEA”) member of the East County Special Education Local Plan Area (“East County SELPA”) in compliance with Education Code Section 47641(a). As an LEA member of the East County SELPA the Barona Charter School shall assure that a free appropriate public education (“FAPE”) is provided for all children with disabilities attending the Charter School in accordance with Education Code Section 56000 et seq. and the IDEIA as well as all other state and federal laws related to the provision of special education instruction and related services.

The Barona Charter School shall comply with all requirements of the East County SELPA. A full continuum of special education programs and related services shall be provided by the Barona Charter School as required by an eligible student’s Individualized Education Program (“IEP”). No student otherwise eligible to enroll in the Barona Charter School will be denied enrollment due to their disability.

The Barona Charter School shall comply with all East County SELPA policies and procedures; and shall utilize appropriate East County SELPA forms.

The Barona Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Barona Charter School shall be accessible for all students with disabilities.

## **Services for Students Under the “IDEIA”**

As stated above, the Charter School provides special education instruction and related services in accordance with the IDEIA, Education Code requirements, and applicable policies and practices of the East County SELPA. The Charter School intends to remain an independent LEA as part of the East County SELPA pursuant to Education Code Section 47641(a), but a change in LEA status or SELPA membership shall not require a material revision of this Charter.

When students require an initial evaluation to determine if they meet eligibility requirements to receive special education, the Charter School generates a referral for special education; monitors all legal timelines; develops an assessment plan (offering testing in all areas of suspected area of disability); coordinates qualified personnel to provide the required testing; distributes written assessment reports to the parent prior to the IEP meeting; generates an IEP meeting; develops and facilitates the IEP meeting; and distributes copies of the IEP to appropriate personnel. As requested, East County SELPA will be provided duplicate copies of all IEPs for purposes of conducting state required Coordinated Compliance Reviews (“CCR”). The Barona Charter School agrees to adhere to all East County SELPA policies and procedures with regards to collecting and submitting California Special Education Management Information System (“CASEMIS”) data.

At least once every three years, a student is reassessed to determine their continued eligibility to receive special education services. The identical process used during an initial evaluation is replicated at each triennial reevaluation. Following any initial or triennial assessment, if a student has a documented learning or related disability, but does not meet other eligibility requirements allowing them to receive special education services, a 504 Team will be convened to consider whether the child qualifies for accommodations and/or services under Section 504. A data base is maintained and updated weekly to insure all initial, annual, and triennial reviews are held within mandated timelines.

The East County SELPA shall allocate funding to the Barona Charter School for the provision of special education services in accordance with the SELPA Funding Plan.

The Barona Charter School will contribute to, participate in, and receive the benefits of any services provided through the East County SELPA in accordance with its local plan.

The Barona Charter School will contract for, or hire staff to provide special education services with qualified providers who possess appropriate special education credential(s). The Barona Charter School shall be responsible for all special education costs in excess of revenues received. The Charter School’s administrators, general and special education teaching staff, as well as other appropriate faculty and staff members, will attend professional development and/or training meetings necessary to comply with state and federal special education laws, including training sponsored by the SELPA.

The Barona Charter School, in cooperation with the East County SELPA, shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. Such funds shall be used to supplement and not supplant other sources of federal, state, and local funds apportioned to the Barona Charter School.

More information about our special education program can be found in our Special Education Procedural Handbook, which has been reviewed by District staff as part of ongoing oversight. A current copy is publicly available on our website and attached as Appendix B.

## **Section 504 of the Rehabilitation Act**

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Charter School.

A 504 team will be assembled by the Principal/Director and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEIA but found ineligible for special education instruction or related services under the IDEIA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligent quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for assessment under the IDEIA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the FAPE. In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site

administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

## **TECHNOLOGY**

The Barona Charter School acknowledges that in today's increasingly digital world, access to and effective use of technology are vital components in preparing students not only for secondary and postsecondary education but also for successful careers in the business and professional sectors. Technology literacy empowers students with essential skills for critical thinking, collaboration, communication, and problem-solving—skills that are indispensable in a modern workforce where digital tools and platforms play a central role.

We understand, however, that many low-income families face significant barriers to technology access, often lacking reliable internet connections, up-to-date devices, or exposure to digital resources at home. This digital divide can place students from low-income backgrounds at a disadvantage, limiting their access to valuable learning resources and educational opportunities available online, such as research databases, interactive educational platforms, and virtual collaboration tools.

To bridge this gap, Barona Charter School is committed to providing equitable access to technology within our classrooms and school facilities. We equip students with devices such as Chromebooks and iPads to ensure they can engage fully with the digital curriculum. Additionally, our classrooms are outfitted with high-speed internet, interactive flat panels, and other advanced technology to create a digitally rich learning environment where students can build the skills necessary for future success.

Beyond access within the school, we are exploring ways to support low-income families in accessing the "information highway" at home. This may include partnerships with local organizations or internet providers to offer affordable or subsidized internet services to families in need. We also strive to educate both students and parents on digital literacy, helping them understand how to navigate online resources responsibly and safely, which is crucial for lifelong learning and responsible digital citizenship.

By taking a proactive approach to addressing these barriers, Barona Charter School is dedicated to ensuring that all students, regardless of their socioeconomic background, have the tools and opportunities they need to succeed in a technology-driven world. Our goal is to empower every student with the confidence and skills to pursue their academic and career aspirations in an increasingly interconnected and digital global landscape.

To this end, a comprehensive Technology Plan has been developed to include the following:

- Acquisition of appropriate software, hardware, and routing access to the information highway;
- Implementation of a student data and management program;
- An instructional plan that encourages daily student access to computers;
- Course competencies in computer literacy;
- Utilization of technologically advanced software to supplement the core curriculum and promote the practice of higher-level thinking skills;
- Parent access to literacy courses and a management plan to promote homebased use in order to strengthen the role of parents in homework assistance and class work skill reinforcement;

- Appropriate safeguards to ensure access to educationally appropriate information only, and
- Creating an internet capable, wireless network utilizing laptop computers.

## **TEACHERS**

Barona Charter School will be staffed with teachers who hold a Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment, in accordance with Education Code Section 47605(1). The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. The Charter School shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district.

At Barona Charter School, we recognize that early literacy skills are foundational for academic success. To ensure students in Kindergarten through 2nd grade receive the strongest possible start, our teachers in these grades will receive specialized training in early literacy instruction, equipping them with strategies to effectively teach phonics, phonemic awareness, vocabulary, comprehension, and fluency. This training emphasizes evidence-based approaches that support young learners in building essential reading skills, fostering a love for reading, and developing the confidence to become independent readers.

To further support early literacy and other essential skills, we will hire classroom aides who can provide additional assistance to students, reinforcing instruction and offering individualized support where needed. Additionally, community volunteers will be enlisted to help with auxiliary programs, such as reading groups, storytelling sessions, or literacy-based activities, allowing students more opportunities to practice their skills in engaging, supportive settings. These aides and volunteers will be trained to work alongside teachers, reinforcing key concepts and providing a nurturing environment for young learners.

Barona Charter School holds all faculty and staff accountable for ensuring that their students meet the highest academic and developmental standards. We are committed to building a team of educators who are not only highly skilled but also passionate about teaching and child development. Teachers will be selected based on their enthusiasm, confidence, and dedication to creating a child-centered learning environment that prioritizes each student's growth. We aim to attract high-performing teachers who value collaboration and innovation and who are eager to implement and refine effective teaching methods in a supportive and collaborative environment.

To attract and retain top teaching talent, Barona Charter School offers entry-level salaries that are competitive with those of surrounding districts, ensuring that our compensation aligns with regional standards. Additionally, where funding allows, we offer performance-based incentives to recognize and reward teachers' dedication and success in improving student achievement. These incentives create an environment where educators are motivated to achieve high standards and feel valued for their contributions to student growth.

By investing in skilled and dedicated educators, providing additional classroom support, and offering competitive compensation and incentives, Barona Charter School is committed to creating a nurturing and academically rigorous environment that supports each child's journey to literacy and lifelong

learning. This strategic approach ensures that students receive the best possible foundation in their earliest years of education, setting them on a path to success.

A professional development program has been instituted, centered on the single goal of improving the learning of all students. The following elements of the professional development program support the continuous improvement of student learning:

- Faculty embraces the essentials of collaboration and communication
- Utilizes resources solely to improve student learning
- Uses disaggregated student data to determine learning priorities, monitor progress, and sustain continuous improvement
- Uses multiple sources of information to guide improvement and demonstrate its impact
- Prepares faculty members to apply research to decision making
- Uses learning strategies appropriate to the intended goal.
- Applies knowledge about human learning and change
- Utilizes collaboration as a staff norm
- Deepens faculty content knowledge, provides them with research-based instructional strategies to assist students in meeting rigorous academic standards
- Provides faculty with knowledge and skills to involve families and other stakeholders appropriately.

#### **ANNUAL GOALS AND ACTIONS**

Pursuant to Education Code Section 47605(c)(5)(A)(ii), Section II below contains a table describing annual goals to be achieved in the state priorities and specific annual actions to achieve those goals. The Charter School will annually update its goals and annual actions using the Local Control and Accountability Plan (“LCAP”) template adopted by the State Board of Education. The Charter School shall comply with all requirements of Education Code section 47606.5, including, but not limited to, holding at least one public hearing to solicit the recommendations and comments of members of the public, presenting a report on the annual update and budget overview to the board on or before February 28 each year, posting the LCAP on the website.



#### IV. MEASURABLE STUDENT OUTCOMES AND OTHER USES OF DATA (B) (C)

Governing Law: The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.

-- California Education Code Section 47605(c)(5)(B)

Governing Law: The method by which pupil progress in meeting those pupil outcomes are measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

-- California Education Code Section 47605(c)(5)(C)

The Barona Charter School will meet all statewide standards and conduct the student assessments required pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools.

#### ANNUAL GOALS AND ACTIONS AND MEASURABLE STUDENT OUTCOMES

Below is an overview of the Charter School’s goals, actions to achieve those goals, and measurable student outcomes as reflected in the current LCAP. For more detailed information, a copy of the Charter School’s LCAP is available on our website.

OVERVIEW OF LOCAL CONTROL AND ACCOUNTABILITY PLAN			
GOAL #1			
Provide rigorous instruction and curriculum to improve student learning and demonstrate annual growth in California Standards in the areas of math and ELA, particularly in low-income and Special Education populations.		Related State Priorities: <div><input type="checkbox"/> 1      <input checked="" type="checkbox"/> 4      <input checked="" type="checkbox"/> 7</div> <div><input checked="" type="checkbox"/> 2      <input type="checkbox"/> 5      <input type="checkbox"/> 8</div> <div><input type="checkbox"/> 3      <input type="checkbox"/> 6</div>	
Specific Annual Actions to Achieve Goal			
<b>Action 1.1 – Improve Programs:</b> Classroom teachers will fully adopt approved Curriculum and Supplemental Material for all grade levels. Teachers will review student achievement data to determine progress. Teachers will utilize curriculum tools and assessments to support student achievement, including students with disabilities and socioeconomically disadvantaged students. Math Coach will provide bi-weekly consultations with teachers by grade level to support the implementation of Envision Math to keep them on track with pacing and reviewing student achievement data to determine when students need additional support and interventions. Teachers will be able to fully implement the program with fidelity for all students. BCS will utilize Project ARISE (Accelerating Reading Intervention for Systemic Excellence). This program provides evidence-based			

resources and support to educators with literacy instruction. Teachers will have access to online and in-person guidance to support students with disabilities, students with dyslexia, multilingual learners, and students who are dually identified.

**Action 1.2 – Instructional Specialist:** BCS will employ fully qualified Instructional Specialists for intervention services to improve student learning and academic achievement by increasing monitoring and support for students needing additional math and reading help. The Instructional Specialists will support students with disabilities and socioeconomically disadvantaged students. Students who receive interventions will show increased achievement levels in Math and Reading.

**Action 1.3 – Summer School/After School Support for ELA/Math:** BCS will offer a Summer School program that is designed for all students, giving priority to below grade level, student with disabilities and socioeconomically disadvantaged students, for extended support and intervention during the summer break. Our program will focus primarily on Math and ELA skills and also include STEAM activities for a broad learning experience. Progress will be measured by local assessment data to show academic progress for these students. BCS will provide After school support for struggling students and students requiring structured time for homework, support and intervention, for those students with learning disabilities, and support for socioeconomically disadvantaged students. In addition, our after school programs are designed to engage and enrich our students' educational experience.

**Action 1.4 – Maintain Small Class Size:** BCS will hire sufficient, qualified staff to maintain small class sizes with a maximum of a teacher to student ratio as follows: Grades TK-2: 1:16 teacher to student ratio Grades 3-8: 1:24 teacher to student ratio Small class size will allow more individualized attention and provide students with quality academic support, to address the specific needs of each students, including socioeconomically disadvantaged – both in the Special Ed and General Ed settings.

**1.5 – Academic and Behavior Supports for Students (MTSS):** Classroom instructional aides will provide focused academic interventions utilizing data analysis from local assessments from iReady, ESGI and Reflex Math, to enhance learning outcomes for all students, including socioeconomically disadvantaged pupils and students with disabilities. Classroom instructional aides will also provide behavior support to contribute to positive class culture.

#### Expected Annual Measurable Outcomes

##### **Outcome 1.1:** CAASPP English Language Arts Measured by points distance from standard

APPLICABLE STUDENT GROUPS	Baseline	Target for Year 3 Outcome
All Students (Schoolwide) including all numerically significant student subgroups	47.9 points below standard	40 points below standard

##### **Outcome 1.2:** CAASPP Math Measured by points distance from standard

APPLICABLE STUDENT GROUPS	Baseline	Target for Year 3 Outcome
All Students (Schoolwide) including all numerically significant student subgroups	73.7 points below standard	62 points below standard

##### **Outcome 1.3:** iReady Language Arts/Reading Scores Measured by Annual Typical Growth of Median Progress

APPLICABLE STUDENT GROUPS	Baseline	Target for Year 3 Outcome
All Students (Schoolwide) including all numerically significant student subgroups	85% of Annual Typical Growth	100% of Annual Typical Growth
<b>Outcome 1.4:</b> iReady Math Scores Measured by Annual Typical Growth of Median Progress		
APPLICABLE STUDENT GROUPS	Baseline	Target for Year 3 Outcome
All Students (Schoolwide) including all numerically significant student subgroups	76% of Annual Typical Growth	100% of Annual Typical Growth

GOAL #2	
To support the social, emotional, and physical well-being of our students and staff, and promote self-awareness, self-management, responsible decision-making, and relationship skills.	Related State Priorities: <input type="checkbox"/> 1 <input type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 8 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 6
Specific Annual Actions to Achieve Goal	
<p><b>Action 2.1 – Improve Overall Attendance:</b> BCS understands consistent attendance contributes to higher academic achievement and a positive school climate. We will approach the issue of chronically absent students with multiple strategies.</p> <p>ATTENDANCE RATE: BCS will improve attendance rates with systematically monitoring attendance. BCS will continue with Infinite Campus, to monitor and track students attendance data and communicate with families.</p> <p>CHRONIC ABSENTEEISM: BCS will retain a Family Resource Coordinator to build positive relationships with families and create systems to reduce the barriers leading to chronic absenteeism. Our Family Resource Coordinator will increase monitoring and support for socioeconomically disadvantaged students, and students with disabilities with the goal of decreasing Chronic Absenteeism rates. BCS will strategically focus on building trusting relationships and providing supports to our Native American students through outreach from our family resource coordinators, as well as services through Southern Indian Health Services.</p> <p><b>Action 2.2 – Maintain Suspension and Expulsion rate of &lt; 1%:</b> BCS will maintain Suspension and Expulsion rates of &lt;1% by continuing to build a positive school culture and utilize a behavioral intervention program to promote student well-being. BCS will provide behavioral improvement programs; school connectedness plan; and other student well-being initiatives. Teachers and staff will participate in professional development to fully implement our SEL program to provide social and emotional support services for all students.</p> <p><b>Action 2.3 – Student and Staff Well-Being Initiative:</b> The adoption and full implementation of a new schoolwide SEL program will address social-emotional learning, equity, achievement gaps, resilience and trauma-informed practices for our school. Teachers and staff will receive training to integrate strategies and systems into classrooms and across campus. Improve and/or increase services to support the social, emotional, and physical well-being of students and promote compassionate care for self, others, and the community.</p>	

Provide social and emotional supports for students with disabilities and socioeconomically disadvantaged student groups. Improve staff communication through multiple strategies including SEL program implementation and assessments for positive workplace culture. BCS will conduct an annual student survey to determine the level of safety and connectedness felt by students.

**Action 2.4 – California Healthy Kids Surveys (Grades 5 to 8):** BCS will administer student, faculty and/or parent survey, to improve school climate, pupil engagement, parent involvement, and academic achievement, using data from California Healthy Kids Survey, to identify the needs of vulnerable subgroups. Improve and/or increase services to support the social, emotional, and physical well-being of students and promote compassionate care for self, others, and the community.

**Action 2.5 – Physical Education and Nutrition:** BCS will enhance its Physical Education program to promote increased physical activity and healthy nutrition for our all students. The Physical Education teacher will administer annual the Physical Fitness Test in grades 5 and 7, for the purpose of helping students build habits of regular physical activity. In addition, weekly health classes will help students to develop healthy lifestyle habits.

**Action 2.6 – Mental Health and Counseling Services:** Southern Indian Health Counsellors will hold bi-weekly diversity group meetings with students in grades 3rd thru 8th to strengthen social connections and emotional wellness.

**Action 2.7 – Partner with Families** BCS will provide opportunities for school - family interactions (school events, parent in-put meetings, volunteer opportunities, community involvement) in order to create stronger relationships between parents, students, community and school to strengthen the students overall academic achievement and emotional wellbeing.

#### Expected Annual Measurable Outcomes

**Outcome 2.1:** School Attendance Rates Measured by percentage of students present of enrolled school days

APPLICABLE STUDENT GROUPS	Baseline	Target for Year 3 Outcome
All Students (Schoolwide) including all numerically significant student subgroups	94%	95%

**Outcome 2.2:** Chronic Absenteeism Rates Measured by students absent 10% or more of enrolled school days

APPLICABLE STUDENT GROUPS	Baseline	Target for Year 3 Outcome
All Students (Schoolwide) including all numerically significant student subgroups	25.6%	15%

**Outcome 2.3:** Suspension and Expulsion Rates Measured by Percentage of Students Suspended at Least One Time

APPLICABLE STUDENT GROUPS	Baseline	Target for Year 3 Outcome
All Students (Schoolwide) including all numerically significant student subgroups	0%	0%

GOAL #3		
Barona Charter school will provide a safe and well-maintained campus to promote a better learning environment for our students and faculty.	Related State Priorities: <input type="checkbox"/> 1 <input type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 8 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 6	
Specific Annual Actions to Achieve Goal		
<p><b>Action 3.1 – Facilities:</b> BCS will conduct routine inspections of our facilities to ensure all buildings and structures are in excellent condition and free from safety hazards. Repairs to grounds, playground structure and facilities will be completed as necessary by the Facility Maintenance Crew. This will ensure a healthy and safe environment for our students.</p> <p><b>Action 3.2 – Campus Improvements:</b> BCS will provide adequate furniture, equipment and structures to maintain a campus that is efficient and effective for all students and staff to learn and work.</p> <p><b>Action 3.3 – Campus supervisor and attendants:</b> BCS will fully staff our school with a Campus Supervisor and Campus Attendants that are trained to oversee the safety of our students and the conditions of our facility, which will create a sense of well-being with all of our students and staff.</p>		
Expected Annual Measurable Outcomes		
<b>Outcome 3.1:</b> Routine inspection of buildings and grounds and replacement of broken furniture and equipment		
APPLICABLE STUDENT GROUPS	Baseline	Target for Year 3 Outcome
All Students (Schoolwide) including all numerically significant student subgroups	Annual inspection of all building and grounds	Tri-annual inspection of all buildings and grounds to support a well-maintained campus
<b>Outcome 3.2:</b> Daily cleaning and sanitizing of all classrooms and offices		
APPLICABLE STUDENT GROUPS	Baseline	Target for Year 3 Outcome
All Students (Schoolwide) including all numerically significant student subgroups	Classrooms and offices are cleaned on a daily basis	Maintain Baseline
GOAL #4		
Equitable Access to Arts Education for All Students TK-8th Grade.	Related State Priorities: <input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 6	
Specific Annual Actions to Achieve Goal		

**Action 4.1 – Hire arts instructor to serve all grade levels TK-8:** BCS will hire a qualified Arts Instructor to launch the Arts program for students in TK-8th Grade.

**Action 4.2 – Ensure access to high-quality arts instruction in dance, music, theatre, visual arts, for all students, in all grade levels:** BCS will develop a structured, well-rounded Arts Program, accessible to all students, including socioeconomically disadvantaged and students with disabilities.

**Action 4.3 – Build stronger ties with parents, students, staff and community through the Arts program:** BCS will utilize the "Meet The Masters" Arts Program to increase classroom and after-school arts programming through partnerships with parent volunteers, community members, and local arts organizations.

**Action 4.4 – Professional development for classroom (non-arts) teachers:** Provide professional learning opportunities for teachers to learn arts integration strategies to use across curriculum and instruction.

Expected Annual Measurable Outcomes

**Outcome 4.1:** Staff for Arts Instruction

APPLICABLE STUDENT GROUPS	Baseline	Target for Year 3 Outcome
All Students (Schoolwide) including all numerically significant student subgroups	No baseline established	Qualified Arts teachers for instruction in Visual Arts, Performing Arts and Music

**Outcome 4.2:** Number of hours for all students to participate in arts education

APPLICABLE STUDENT GROUPS	Baseline	Target for Year 3 Outcome
All Students (Schoolwide) including all numerically significant student subgroups	No baseline established	288 Hours of Arts education per year school-wide

**Outcome 4.3:** Number of opportunities for families and community members to engage in the Arts program

APPLICABLE STUDENT GROUPS	Baseline	Target for Year 3 Outcome
All Students (Schoolwide) including all numerically significant student subgroups	No baseline established	10 opportunities to include classroom volunteers and arts events/performances per year

**Outcome 4.4:** Hours of professional development for classroom (non-arts) teachers

APPLICABLE STUDENT GROUPS	Baseline	Target for Year 3 Outcome
All Students (Schoolwide) including all numerically significant student subgroups	No baseline established	10 hours of professional development per year

Methods of Measurement The academic performance of students at Barona Charter School is evaluated using a variety of assessments, including the following standardized assessments required by law:

- Grades 3-8: Smarter Balanced Assessment Consortium (SBAC or CAASPP)
- Grades 5 and 8: California Science Test (CAST)

- Grades 5 and 7: Physical Fitness Test (PFT)
- All grades: English Language Proficiency Assessments for California (ELPAC; English Learners only)

The Charter School also currently utilizes the iReady Assessments K-8 by Curriculum Associates to track student growth during the school year in Reading and Math. The iReady diagnostic provides teachers with a complete picture of student performance relating to their grade level and national norms. It enables teachers to evaluate progress using short adaptive assessments and adjust their lesson plan accordingly. Using the diagnostic assessment gives teachers a clearer picture of how students are progressing so educators can adjust their lessons to help them achieve their goals.

Faculty review student achievement data on an ongoing basis to drive decision-making and improve the educational program. Parents/guardians and students are routinely informed of student progress through progress reports, report cards, and regularly scheduled meetings.

### **ACTION PLAN TO PROMOTE GROWTH**

Collaboration and communication will serve as the primary framework for fostering ongoing growth and improvement at Barona Charter School. Each year, specific achievement goals will be established based on statewide and local assessment data. Benchmark goals and assessments will be identified to guide teachers in planning and pacing their instruction effectively. Standards-based lessons and formative assessments will be developed, providing clear metrics for student progress. Results from these formative and benchmark assessments will be reviewed collaboratively by teachers and administration, allowing for the collective development of action steps and instructional modifications. After these modifications are implemented, the team will continue to monitor student achievement and make further refinements as needed to ensure positive outcomes.

Another critical component to enhance student achievement will be regular progress review and goal-setting meetings involving students, teachers, and families. Progress based on the Curriculum Associates iReady Diagnostic platform will be analyzed three times annually. During these meetings, goals for future learning will be identified, and strategies to support achievement of those goals will be discussed. It is especially important for students to understand and articulate their own progress, recognizing how their activities in school connect to their academic objectives. Over time, students will be given increasing responsibility in these meetings, with the ultimate goal of empowering them to lead their own conferences, fostering a sense of ownership and accountability in their educational journey.

The staff at Barona Charter School is dedicated to promoting a culture of continuous improvement. We believe that effort and perseverance are key factors in achieving success for both students and staff. To ensure that this belief is integrated throughout the school's culture, the staff is committed to implementing best practices that support and encourage a focus on effort-based progress. Assessments will also be administered twice annually to monitor the extent to which these principles are reflected in individual students, classrooms, and amongst staff members, ensuring a cohesive and supportive environment where everyone is encouraged to reach their full potential.

### **USE AND REPORTING OF DATA**

Near the end each academic year, the Barona Charter School will prepare an annual accountability report (“SARC”) for parents, the community, and the District. A copy of the report will be sent to the District. This report will contain measures of student academic progress in math and language arts, student and staff attendance statistics, results of parent surveys, and budget descriptions.



## **V. GOVERNANCE STRUCTURE (D)**

*Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.*

*-- California Education Code Section 47605(c)(5)(D)*

### **NON-PROFIT PUBLIC BENEFIT CORPORATION**

The Barona Charter School is a public charter school within the Lakeside Union School District, operating under the jurisdiction of the District's Board of Education. Its operational management shall be the responsibility of a non-profit organization which shall operate within the terms and conditions specified in this petition. In the event the Board of Education revokes the charter for the Barona Charter School, the school will retain the right to petition another school District for approval to act as a charter school.

In accordance with Education Code Section 47604, the Barona Charter School operates as a non-profit public benefit corporation and is governed in accordance with its adopted bylaws, applicable California Corporations Code sections, and all applicable laws. The Charter school complies with Education Code Section 47604(b)(1) and shall not operate as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization.

Pursuant to California Education Code Section 47604(c), the District shall not be liable for the debts and obligations of the Charter School, operated by a California non-profit benefit corporation or for claims arising from the performance of acts, errors, or omissions by the charter school as long as the District has complied with all oversight responsibilities required by law.

Attached, as Appendix C, please find the Articles of Incorporation and Corporate Bylaws.

The school will comply with federal, state and local laws that are applicable to independent public charter schools; it will retain its own legal counsel when necessary, purchase and maintain general liability, automotive liability, errors and omissions, property, workers' compensation and unemployment insurance policies as necessary. The Barona Charter School will be non-sectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any student or staff member on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

### **BOARD OF DIRECTORS**

As provided in the California Corporations Code, the Barona Charter School will be governed by its Charter School Board of Directors, understanding that it has a legal and fiduciary responsibility for the wellbeing of the school. As such the charter school will set the terms and working conditions for all employees, will do so consistent with state and federal law, and shall be the employer of the Charter School employees (as opposed to the Lakeside Union School District) for collective bargaining purposes.

Current Board members are:

**Raymond J. Welch**  
**Chairman**

A third generation Barona leader, Raymond J. Welch, is currently serving his first term as the Chairman of the Barona Charter School and his first term as Chairman of the Barona Tribal Council. Prior to his newly elected position, Chairman Welch served as Vice-Chairman for six years. He has called the Barona Reservation home his entire life.

Taking a cue from his upbringing and predecessors, Chairman Welch encompasses the same ethical and moral responsibility to lead and stand by his Tribe. He believes that with success comes the responsibility to speak up for and help his brothers and sisters that are less fortunate. Happily married to Sandy Welch for 32 years, they have three children and one granddaughter. When asked what the word family means to him, he responded, "everything" – which is no surprise since he is most happy when spending time with his family.

**Tawnya Phoenix**  
**Vice Chairperson**

Vice Chairperson and Barona Tribal Councilwoman Tawnya Phoenix grew up on the Barona Reservation in a family that was steadfast in serving the Barona community through service and faith. Her late mother, Linda Curo, created the Barona Charter School in 2000.

Councilwoman Phoenix has served as a member of the Board of Directors since 2002, thus highlighting her commitment to the Barona community and education. She continues to be a strong proponent of the school's small class model that incorporates Barona culture, history, language and art. Councilwoman Phoenix and her husband, Frank, have been married for 32 years. They have three sons, and seven grandkids and they all live on the reservation. She delights in their company every day.

**Danthia Little Raven Gil**  
**Board Member**

Haawka, Danthia Little Raven Gil is a married mother of four. Her two youngest attend the Barona Charter School. She is a tribal member from Barona and has lived on the reservation her entire life. She's on the enrollment committee and a small business owner. She love her community and is very involved. She believes education is the key to success in life.

**Darla Boller**  
**Board Member**

Darla Boller resides on the Barona Reservation with her husband Scott, and their three children. Two of their children attend BCS. Her goals are to work toward the students attending BCS to have a safe, and rewarding education experience. She believes this can be accomplished by supporting the Principal and staff. She also believes parent involvement is crucial. May we as a School Board have a positive effect on the students, parents, and community of Barona.

**Melanie Villa**  
**Secretary/Treasurer**

Melanie Villa is a Barona Tribal Member who lives on the reservation with her husband and daughters. She is active in her community both on and off the reservation and enjoys gathering with loved ones. For the past 12 years she has worked at a local Christian school, 9 of which she served as a 2nd grade teacher. Her experience in the classroom and desire to serve her community are the inspiration of her

joining the Barona Charter School Board of Directors. With the help of her fellow board members, she hopes to continue the great progress that has begun and looks forward to sharing in upholding values and tradition.

In accordance with Education 47604(c), the District is entitled to a single representative on the Board. The Charter School Board will be responsible for:

- Adoption of the general policies of the Charter School.
- Adoption of the school budget and any budget revisions.
- Oversee the receipt of funds for the operation of the school in accordance with charter school laws.
- Reviewing the school's personnel policies and receiving from the School Principal/Director, reports relative to their implementation, such policies being consistent with any applicable laws.
- Confirming that all other responsibilities provided for in the California Corporations Code, the Articles of Incorporation, Bylaws, and Charter necessary to ensure the proper operation of the school are being carried out.
- Reviewing operations reports from the Principal/Director and audit reports.
- Assisting in the dispute resolution procedure as specified in the Charter.
- Hire, supervise, discipline and dismiss the Principal/Director of the Charter School.
- Approve contractual agreements in accordance with the Charter School's fiscal policies and procedures.
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices.
- Establish operational committees as needed.
- Regularly receive reports regarding progress of both student and staff performance.
- Involve parents and the community in school related programs.
- Execute all applicable responsibilities provided for in the California Corporations Code.
- Strategic Planning.
- Approve the school calendar and schedule of Board meetings.
- Approve material revisions to the charter for submission to the District.
- Approve annual fiscal audit and performance report.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with the purposes for which schools are established.

All Board meetings shall comply with the Brown Act and Education Code section 47604.1. The Charter School has adopted a Conflict of Interest Code, which is attached as Appendix D.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal and performance audits, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing,
- Specify the entity designated;

- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

The governance of the school will be accountable on several levels:

- Annual audits and District oversight visits;
- Independent professional monitors of the curriculum, measurement, and accountability practices;
- Evaluations of teacher performance by the Principal/Director and evaluation of Principal/Director performance by the Board of Directors;
- Evaluations of teacher and administrative staff performance by parents and students;
- Oversight of school operations by the Charter School Board; and
- Periodic charter renewal.

### **THE PRINCIPAL/DIRECTOR**

The Principal/Director will be the leader of the school. The Principal/Director will ensure that the curriculum is implemented in order to maximize student-learning experiences. The Principal/Director must report directly to the Charter School Board of Directors, and s/he is responsible for the orderly operation of the school and the supervision of all employees in the school.

The Principal/Director is assigned to perform assigned tasks directed from the Charter School Board of Directors and is required to undertake some or all of the tasks detailed below. These tasks may include but are not limited to the following:

- Ensure the charter school enacts its mission
- Hire, supervise, evaluate, and dismiss teachers and staff
- Communicate and report to the Charter School Board of Directors
- Oversee school finances to ensure financial stability
- Participate in and develop professional development workshops as needed
- Ensure compliance with all applicable state and federal laws and help secure local grants
- Communicate with parents, recruit new families and students, and assure families of academic growth
- Take responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors
- Complete and submit required documents as requested or required by the charter and/or Charter School Board of Directors and/or the District
- Identify the staffing needs of the school and offer staff development as needed
- Maintain up-to-date financial records
- Ensure that appropriate evaluation techniques are used for both students and staff
- Establish and maintain a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables
- Hire qualified substitute teachers as needed
- Ensure the security of the school building

- Promote the Charter School in the community and promote positive public relations and interact effectively with media
- Encourage and support teachers in on-going professional development
- Attend District meetings as requested by the District and stay in direct contact with the District regarding changes, progress, etc.
- Attend meetings with the Chief Financial Officer of the District on fiscal oversight issues once monthly or as otherwise agreed upon
- Provide all necessary financial reports as required for proper ADA reporting
- Develop the School annual performance report and SARC
- Present fiscal audit to the Charter School Board of Directors and after review by the Board of Directors present audit to the District Board of Education and the County Superintendent of Schools, the State Controller and the California Department of Education
- Manage student discipline, as necessary participate in the suspension and expulsion process
- Participate in special education meetings as necessary

The above duties, with the exception of personnel matters, may be delegated or contracted as approved by the Board of Directors to a business administrator of the School or other employee, or to a third party provider.

### **PARENT PARTICIPATION**

Parent and community involvement in the governance of the school is assured by virtue of their integrated participation in the Charter School Board, and Parent Teacher Organization. Parents will be strongly encouraged to contribute to the Charter School. The Principal/Director shall maintain a comprehensive list of volunteer opportunities including but not limited to the following: volunteering in the classroom/school (including at-home assistance); tutoring, attending parent-teacher conferences; attendance at meetings of the following school bodies: the Charter School Board of Directors (as member or observer), or any applicable Parent group functions (e.g., School Site Council or Parent Advisory Committee); participation in the planning of, or attendance at, fundraising or Academic/Arts Events; or, other activities.

Parents are provided the opportunity to sign a contract stating they will attend the new parent orientation meeting and donate volunteer service hours. A service form is sent home with the school newsletter for parents to complete and return. The aim of our suggestion to volunteer is to ensure that all families are informed and actively involved in the school and to provide assistance to faculty and staff. Parental involvement is encouraged, but parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. No student or parent is penalized for failure or inability to comply with our parent participation contract.

Parents are encouraged to become active in developing their child's learning plan and the school's curriculum, evaluation process, and other programs.

With the direction of the Charter School Board, external consultant/s may be employed to assist the Board in various areas, including, but not limited to:

- The development and execution of an operational Business Plan which focuses on student achievement;

- Providing and implementing a Professional Development Plan for staff consistent with the overall school mission;
- Developing a Communications Plan for parent and community involvement in support for school programs and change efforts;
- Measurement of progress towards achieving both student and staff performance;
- Preparing a human resource model for career and compensation.
- Curriculum development guidelines, textbook recommendations, student assessment guidelines, accreditation planning, special education consultation, handbook development, operations consultation on attendance requirements, ADA compliance, legal compliance, charter compliance and review, litigation, District communication, budget, and accounting model implementation

## **VI. HUMAN RESOURCES (E)**

### **QUALIFICATIONS OF SCHOOL EMPLOYEES**

*Governing Law: The qualifications to be met by individuals to be employed by the charter school.*

*-- California Education Code Section 47605(c)(5)(E)*

### **ADMINISTRATOR'S QUALIFICATIONS**

The Principal/Director, Lead Teacher/Curriculum Director, and any other administrator at Barona Charter School should possess leadership abilities and a comprehensive educational vision that is consistent with the school's mission and educational program. In addition, the Principal/Director should possess skills in hiring and supervising excellent teachers, technological and data analysis experience, and if possible, business experience. Experience in a school serving high risk populations, including children from historically underrepresented backgrounds, is desirable.

The Principal/Director shall have the following qualifications:

1. possesses a valid California Administrative Services Credential
2. understands leadership models and the difference between leading and managing;
3. understands group dynamics and uses group processes regularly;
4. understands and is open to the opinions of others;
5. enjoys challenges and is stimulated by the dynamics of a growing organization;
6. shows awareness of and knowledge about existing educational models and can articulate their philosophy;
7. is committed to education and can distinguish between long term and short term educational goals;
8. embraces the mission and vision of the charter school and can articulate it;
9. seeks to create a school that supports the school mission;
10. can act as a liaison between the charter school and the community at large;
11. can act as a liaison between the charter school and the Lakeside Union School District;
12. encourages an active partnership between teachers, children and parents;
13. is accessible to parents and expresses empathy and support for families;
14. expresses faith in and respect for children;
15. has classroom teaching experience and understands the challenges of today's teachers;
16. possesses a California Teaching Credential;
17. articulates an active supervision model which encourages high staff performance and accountability;
18. is aggressive in securing recognition of the needs of the school;
19. can challenge the ordinary and routine ways of seeking answers and solving problems;
20. is respectful, thoughtful, decisive, fair and possesses integrity in all his/her dealings with the school community;
21. uses effective conflict resolution skills as needed on a regular bases with children, staff, and parents;
22. empowers staff, children, and parents to grow and learn within the school community and has high expectations for such; and
23. is a collaborative leader who leads collaboratively at every level within the school.

### **TEACHERS' QUALIFICATIONS:**

The most important qualifications for our teachers are caring about our students; familiarity with or willingness to be trained in the school's curriculum sequence and learning styles; a demonstrable effectiveness in teaching; and a willingness to work hard and to take responsibility and exercise leadership for the school as a whole. Specific qualifications include:

1. Teachers shall hold a Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment in accordance with Education Code Section 47605(l)(1).
2. knowledge of child development; specifically of physical, emotional, and developmental patterns;
3. knowledge of general learning theories and curriculum development;
4. preference of one to two years of elementary teaching experience;
5. a team player with experience working in an environment dedicated to a team approach;
6. professional manner and appearance;
7. understands children as a focus;
8. ability to communicate with parents and sees parents as a resource;
9. possesses conflict resolution skills;
10. possesses the ability to use a reflective process in his/her professional endeavors;
11. is patient and caring and possesses a sense of humor;
12. uses good organizational skills to meet the needs of his/her class;
13. subscribes to the concept that a successful learning process is a collaborative effort between student, teacher, and parent;
14. is open to input and feedback regarding professional growth and performance;
15. is open to innovative and creative approaches to meeting educational goals;
16. supports the value of tolerance and embraces anti-bias education;
17. promotes and supports multiculturalism and is culturally sensitive;
18. is sensitive to gender differences and needs;
19. possesses the ability to work with small and large classroom groups; and
20. possesses personality traits of adaptability and flexibility.

### **SUPPORT STAFF QUALIFICATIONS:**

Specific qualifications for our instructional and non-instructional support staff include:

1. Behavior modification and conflict resolution strategies and techniques.
2. General concepts of child growth and development and student behavior characteristics.
3. Policies, rules and regulations concerning appropriate student behavior.
4. Interpersonal skills using tact, patience and courtesy.
5. Typical playground games and activities.
6. Organizational and school emergency procedures including fire drills, intruder on campus and others.
7. Basic first aid.
8. Maintain a positive and safe playground environment.
9. Learn procedures, functions and limitations of assigned duties.
10. Monitor, observe and report students' behavior according to approved procedures.
11. Communicate effectively.



12. Work with groups and individuals in basic instruction.
13. Understand and work within scope of authority.
14. Be sensitive to and understand the diverse academic, socioeconomic, cultural, and ethnic backgrounds of district personnel, students, parents and the communities served by the district.
15. Maintain consistent, punctual and regular attendance.
16. Develop and maintain effective interpersonal relations using tact, patience and courtesy

## **VII. RETIREMENT BENEFITS (K)**

*Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.*

*-- California Education Code Section 47605(c)(5)(K)*

Employees of the Charter School will participate in the State Teachers' Retirement System ("STRS"), the Public Employees' Retirement System ("PERS"), and/or Social Security, depending upon each individual's eligibility. The Principal/Director or designee is responsible for coordinating participation of employees in the appropriate retirement plans and ensuring that appropriate arrangements for coverage have been made. The Barona Charter School shall ask the District to forward any required payroll deductions and related data to STRS and/or PERS as required by Education Code Section 47611.3. The District may charge the Barona Charter School its actual costs for the provision of such services.

## **VIII. EMPLOYEE RETURN RIGHTS (M)**

*Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.*

*-- California Education Code Section 47605(c)(5)(M)*

No public school district employee shall be required to work at the Charter School. All staff at Barona Charter School shall be considered the exclusive employees of Barona Charter School and not of the District, unless otherwise mutually agreed in writing. Employment by the Charter School provides no rights of employment at any other entity. Employees of the District who choose to leave the employment of the District to work at the Charter School shall have no automatic right to employment or reemployment in Lakeside Union School District, unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any rights of return to employment in the District, or any other local educational agency, after employment in the Charter School that the District or any other local educational agency may specify. Absent agreement with Lakeside Union School District to the contrary, staff of Barona Charter School shall not continue to earn service credit (tenure) at Lakeside Union School District while employed by Barona Charter School.

## **IX. HEALTH AND SAFETY (F)**

*Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:*

- i. That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.*
- ii. For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (K), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (L) of paragraph (2) of subdivision (a) of Section 32282.*
- iii. That the school safety plan be reviewed and updated by March 1 of every year by the charter school.*

*-- California Education Code Section 47605(c)(5)(F)*

The school maintains on file records documenting compliance with fire, health, and structural safety requirements. The school additionally maintains a copy of facility inspections that will be available for inspection. Appropriate disaster and safety plans have been developed and posted.

The following is a summary of the health and safety policies and procedures of the School (not intended to be a comprehensive list):

### **FINGERPRINTING/BACKGROUND CHECK**

The Barona Charter School shall comply with all provisions of Education Code 44237 and 45125.1, including the requirement that employees and contractors must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The requirements for criminal records review shall meet or exceed District personnel standards. The Principal/Director of the school shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the Principal/Director. Volunteers who will work with students outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

### **TUBERCULOSIS TESTING**

Employees and volunteers who have frequent or prolonged contact with students will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

### **STUDENT IMMUNIZATIONS**

Barona Charter School will require all enrolling students to provide documentation of immunizations in accordance with requirements of the Health and Safety Code Sections 120325 *et seq.* and Title 17

California Code of Regulations Sections 6000-6075. Records of student immunizations shall be maintained.

#### **ROLE OF STAFF AS MANDATED CHILD ABUSE REPORTERS**

All Charter School staff will be mandated child abuse reporters and will follow all applicable reporting laws. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

#### **MEDICATION IN SCHOOL**

The Barona Charter School will adhere to Education Code Section 49423 regarding administration of medication in school.

#### **VISION, HEARING, SCOLIOSIS**

Students will be screened for vision, hearing and scoliosis. The Barona Charter School will adhere to Education Code Section 49450 *et seq.*, as applicable to the grade levels served by the school.

#### **DIABETES**

The Charter School shall provide legally required notice to students regarding Type 1 diabetes.

#### **BLOOD BORNE PATHOGENS**

The Barona Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”).

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

#### **DRUG FREE/ALCOHOL FREE/SMOKE FREE ENVIRONMENT**

The Barona Charter School shall maintain a drug, alcohol and tobacco free environment.

#### **SCHOOL SAFETY PLAN**

The Charter School has adopted a comprehensive school safety plan, which is reviewed and updated by March 1 of every year, and will include all the required topics pursuant to Education Code Section 47605(c)(5)(F)(ii). A copy of the plan is available to the District at any time upon request.

#### **FACILITY SAFETY**

The Charter School shall comply with Education Code 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards

Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

#### **COMPREHENSIVE ANTI-DISCRIMINATION AND HARASSMENT POLICIES AND PROCEDURES**

The Barona Charter School is committed to providing a school that is free from discrimination and harassment, including any harassment based upon the actual or perceived characteristics of race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by applicable law. The Barona Charter School has developed policies to prevent and immediately remediate any concerns about discrimination or harassment at the Barona Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Barona Charter School policies.

The Barona Charter School will develop further health, safety, and risk management guidelines as appropriate in consultation with District insurance carriers and risk management experts.

## **X. DISPUTE RESOLUTION PROCESS (N)**

*Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter.*

*-- California Education Code Section 47605(c)(5)(N)*

In the event that the Barona Charter School or Lakeside Union School District have disputes regarding the terms of this charter or any other issue regarding the Charter School and District's relationship, both parties agree to the following process.

First, both parties agree to apprise the other in writing of the specific disputed issue(s). In the event the District believes the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement the District provides the Charter School. Within 30 days of sending written correspondence, or longer if both parties agree, a Charter School representative and a District representative, or their respective designees, shall meet and confer in an attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the Charter School representative and the District representative or designee(s) shall meet again within 15 days, or longer if both parties agree, to identify a neutral, third party mediator to assist in dispute resolution. The cost of the mediator shall be split equally between the District and the Charter School. The format of the third-party mediation process shall be developed jointly by the representatives unless jointly agreed, the process involving the assistance of a third-party mediator shall conclude within 45 days.

In the event the third-party mediation process does not result in resolution of the dispute, both parties agree to continue good faith negotiations. If the matter cannot be mutually resolved, and the matter involves an issue for which the District could proceed to revocation pursuant to Education Code Section 47607, the Charter School shall be given a reasonable period of time to correct the violation, unless the District Board of Directors makes written findings that the violation constitutes a severe and imminent threat to the health and safety of the school's pupils. Lakeside Union School District shall reserve the right to take any action it deems appropriate and the Charter School reserves the right to seek legal redress for any such actions under the law. In addition, the dispute is not required to be referred to mediation in those cases where the District Board of Directors determines and notifies the Charter School in writing that the violation constitutes a severe and imminent threat to the health and safety of the school's pupils.

## **XI. STUDENT ADMISSIONS POLICIES AND PROCEDURES (H)**

*Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e).*

*-- California Education Code Section 47605(c)(5)(H)*

Charter schools are schools of choice. All students in the Lakeside Union School District and all other districts in CA are eligible to attend the Barona Charter School and will be considered for admission without regard to any of the characteristics listed in Education Code Section 220. Proof of meeting minimum age requirements for admission and immunizations is required prior to admission.

The Barona Charter School will be open to all students who wish to attend up to the Charter School's capacity. The School shall hold at least one open application period where it collects applications from prospective students. At the close of the application period(s), should the Barona Charter School receive applications from students exceeding the number of spaces available within the school, the school will conduct a random public drawing. Preference in the public random drawing, except for existing pupils of the Charter School,<sup>2</sup> shall be given in the following order:

- 1) Siblings of existing pupils.
- 2) Children of Employees.
- 3) District residents.
- 4) All others.

The public random drawing shall be conducted using the following rules and procedures, which will be communicated to all interested parties prior to holding the random public drawing:

1. The school may enlist the services of an outside agency or auditor (preferably the District or an entity recommended by the District) to monitor and verify the fair execution of all activities related to holding the public random drawing.
2. The lottery will take place within 30 days of closing the open application period, which will be at least 30 days long.
3. The lottery will take place on the school's campus in a facility large enough to allow all interested parties to observe the drawing, or at another public venue near the school large enough to accommodate all interested parties.
4. The lottery will take place on a weekday evening or other time when most interested parties who wish to attend may do so.
5. All interested parties will know, prior to the holding of the lottery, how many openings are available in the school and in the different grades served by the school.
6. The ballots shall be drawn by a representative of the outside agency or organization confirming the results of the lottery, if one is used.
7. The drawing shall continue until all names are drawn. Those individuals whose names are drawn after all spaces have been filled will be placed on the waiting list in the order drawn, except if the preferences described above require otherwise.
8. Potential students on the waiting list shall provide contact information to be used in the event space becomes available. Families promoted off of the waiting list shall be

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<sup>2</sup> Existing pupils of the School are guaranteed enrollment in the following school year, subject to the suspension and expulsion and involuntary disenrollment provisions provided herein.



informed in writing and shall have 10 business days from the date of postage to respond. In addition, the school shall attempt on at least two separate occasions to contact the parents/guardians of promoted students by telephone. Those families not responding within the 10-day period will forfeit their right to enroll their student in the school for that school year.

9. The outside organization or agency verifying the fair execution of the lottery, if one is used, shall confirm in writing the lottery was conducted fairly, and the school shall keep on record copies of that confirmation.

The Charter School reserves the right to amend its admissions policies and procedures from time to time without the need to amend the charter so long as the amendments comply with legal requirements.

## **XII. RECRUITMENT AND DEMOGRAPHIC BALANCE OF PUPILS (G)**

*Governing Law: The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.*

*-- California Education Code Section 47605(c)(5)(G)*

To create a school community that reflects the diversity of the Lakeside Union School District, the Barona Charter School recruits students from a range of ethnic, linguistic and racial populations. Recruitment strategies include:

- The design and distribution of outreach and informational materials to appeal to the various communities within the District;
- The development of outreach materials in other languages to reach parents who are not English speakers;
- Outreach to community groups, agencies and other organizations that have direct contact with diverse communities in the District;
- Outreach meetings to reach prospective students and parents, with school staff members present who are knowledgeable about the various aspects of our educational programs and activities, including our English learner and special education programs;
- Establishment of internal and external feedback processes to ensure maximum impact and accessibility of the school's commitment to diversity;
- An enrollment timeline that allows for a broad-based recruiting and application process, and that is aligned with the diverse needs and composition of the prospective population;
- A public website with lots of information about our school's policies, curriculum and instruction, special education program, student services, universal meals, school supplies, enrollment process, and more.

To improve enrollment at Barona Charter School for all students, including SPED (Special Education) and EL (English Learners), the school will create inclusive programs that cater to diverse needs and clearly communicate their benefits. For SPED students, Barona Charter School can highlight its strong special education services, individualized learning plans, and accessible facilities tailored to support student success. For EL students, the school can emphasize bilingual programs, language support services, and culturally relevant teaching practices. Hosting workshops or parent information nights in multiple languages will help engage non-English-speaking families and build trust within the community. Promoting equity through initiatives that celebrate diversity, such as cultural events and student success stories, will enhance the school's appeal. Collaborating with local organizations, including our Native American community, to reach underrepresented families and provide support with enrollment paperwork can further strengthen outreach. Utilizing social media platforms and creating engaging videos to highlight school events, showcase student achievements, and provide a glimpse into the school's dynamic learning environment will significantly expand the school's reach and connect with prospective families. Additionally, offering clear information about wraparound services such as after-school programs, counseling, and transportation ensures accessibility and inclusivity for all students. Partnering with local preschools and special education centers can facilitate a seamless transition for incoming students and boost overall enrollment.

### **XIII. PUBLIC SCHOOL ATTENDANCE ALTERNATIVES (L)**

*Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.*

*-- California Education Code Section 47605(c)(5)(L)*

No student shall be required to attend the Barona Charter School. Provided they live within the boundaries of Lakeside Union School District, students who opt to leave the Barona Charter School or not attend the Barona Charter School may attend other District schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies. Students who reside outside the boundaries of Lakeside Union School District must pursue enrollment in their district or county of residence or apply for an inter-district transfer in accordance with the applicable enrollment policies of the district or county of residence. Parents and guardians of each student enrolled in the Charter School will be informed on enrollment forms that the students have no right to admission in a particular school or program of any local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

#### **XIV. SUSPENSION AND EXPULSION PROCEDURES (J)**

*Governing Law: The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:*

- i. For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.*
- ii. For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*
  - I. Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.*
  - II. Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*
- iii. Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii)*
- iv. A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.*

*-- California Education Code Section 47605(c)(5)(J)*

The attached pupil suspension and expulsion policy (attached as Appendix E to this charter) has been established in order to promote learning and protect the safety and well-being of all students. The policy may be amended from time to time without the need to amend the charter so long as the amendments comply with legal requirements.

The suspension and expulsion process will provide parents and students with an opportunity to exercise such leadership skills as problem solving, negotiation, shared decision making, and conflict resolution, as well as fostering a sense of personal and community responsibility. The School utilizes a progressive model for positive discipline will be instituted based on the guidelines set down by Ryan (2000). This five-step program includes:

- Isolate (meet one-on-one with the student),
- Ask and Listen (listen to the child's side of the story),
- Speak and Specify (a strong, calm, well-reasoned, focused message),
- Offer (offer positive reinforcement),
- Decide and Act (support the child in a responsible plan that is mutually agreeable). The understood purpose of the suspension and expulsion procedures will be to ensure a safe and effective learning environment. Successful procedures will provide for due process, be specific and concrete, and be supported by the school community.

**INVOLUNTARY REMOVAL**

No pupil shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to request a hearing adjudicated by a neutral officer before the effective date of the action. If a hearing is requested, the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions for disciplinary reasons.

## **XV. FINANCIAL PLANNING, REPORTING, AND ACCOUNTABILITY**

### **FISCAL PLAN**

*Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation.*

*-- Education Code Section 47605(h)*

As part of the MOU between the District and the Charter School, the District currently provides fiscal planning and accounting services to the Charter School which include budget development and cash flow management. The Charter School may contract with other entities to provide various services as necessary.

Attached, as Appendix F, please find the operational budget, cashflow, and financial projections.

### **FINANCIAL REPORTING**

The Barona Charter School shall comply with Education Code Section 47604.33 as described below and shall provide additional fiscal reports as requested by the District Superintendent:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, a local control and accountability plan (LCAP) and an annual update to the LCAP required pursuant to Education Code Section 47606.5.
2. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education and County Superintendent of Schools.
3. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
4. By September 15, a final non-audited report from the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

### **INSURANCE**

The Barona Charter School will purchase and maintain as necessary general liability, automotive liability, errors and omissions, property, workers' compensation, and unemployment insurance policies, either as part of the Lakeside Union School District's insurance program or its own insurance program. The Lakeside Union School District Board of Trustees shall be named as an additional insured on all policies of the Barona Charter School. The Barona Charter School will provide evidence of the above insurance coverage to the District upon request.

## **ADMINISTRATIVE SERVICES**

*Governing Law: The manner in which administrative services of the charter school are to be provided.*

*(Education Code Section 47605(h)).*

Where possible, and at a mutually agreed upon competitive cost, the school may purchase services from the District. Such services may include personnel review for credential and criminal clearance purposes, payroll, special education, and employee benefit programs including STRS and PERS. The Charter School may also purchase IEP-mandated services from the District where possible. The specific terms and costs for these services, and any others that the District may wish to offer, shall be the subject of a separately negotiated Memorandum of Understanding.

All goods and materials donated to Barona Charter School for use at the school, or provided by Barona Charter School for use at the school shall remain the property of Barona Charter School. Lakeside Union School District property and materials, and property donated to the school, will be inventoried and returned to the District upon termination of the operation of the school as a charter school within the District.

## **FACILITIES**

*Governing Law: The facilities to be utilized by the school. The description of facilities to be used by the charter school shall specify where the charter school intends to locate.*

*(Education Code Section 47605(h))*

The Barona Charter School utilizes the facilities furnished by the Barona Tribal Council located at the Barona Community Center, 1095 Barona Rd., Lakeside, CA. This facility includes seven classrooms, a cafeteria, a library, and office space for the Principal/Director and Office Manager. The school is entirely fenced, and the entire facility, including restrooms, is ADA compliant. There are also existing sprinkler and fire alarm systems in each room. Adjoining the school, and available to the students of the school, are the gymnasium, exercise room, recreation room, swimming pool, play yard, ball field, and golf course. All charter school facilities will comply with applicable law.

## **TRANSPORTATION**

No transportation to and from school will be provided for students by the Barona Charter School except as required by law, such as for students with disabilities, or as otherwise agreed upon by the District and the Barona Charter School.

## **XVI. AUDITS (I)**

### **Fiscal**

*Governing Law: The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.*

*-- California Education Code Section 47605(c)(5)(I)*

An annual independent fiscal audit of the books and records of the Barona Charter School will be conducted as required under Education Code Sections 47605(c)(5)(I) and 47605(m). The Charter School's Board shall select an independent auditor, who will have experience in education finance and be on the list of approved auditors for educational audits compiled and maintained by the State Controller's Office. The independent fiscal audit will verify the accuracy of the Charter School's financial statements, attendance and enrollment accounting practices and review the School's internal controls. The audit will employ generally accepted accounting principles. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

The annual audit will be forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Principal/Director, along with the audit committee if one is formed, will review any audit exceptions or deficiencies, meet with the District to determine how to resolve the exceptions or deficiencies to the satisfaction of the District, and report to the Board of Directors with recommendations. The Board of Directors will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process referenced herein, with the caveat that the petitioners recognize that the legal requirement is to resolve audit exceptions or deficiencies to the satisfaction of the District.

The independent fiscal audit of the Charter School is public record to be provided to the public upon request.

### **Oversight Visits**

The Charter School and the District will jointly develop a visitation process to enable the District to gather information needed to validate the school's performance and compliance with the terms of this charter. However, the Charter School agrees to and submits to the right of the District to make random and periodic visits and inspections in order to carry out its statutorily required oversight.

Pursuant to Education Code Section 47604.3 the Charter School shall promptly respond to all reasonable inquiries including, but not limited to inquiries regarding its financial records from the District, the County Office of Education, and the State Superintendent of Public Instruction.



## **XVII. CLOSURE PROTOCOL (O)**

*Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.*

*-- California Education Code Section 47605(c)(5)(O)*

Closure of the School will be documented by official action of the Barona Charter School Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Barona Charter School Board of Directors will promptly notify parents/guardians and students of the Charter School, the District, the San Diego County Office of Education, the School's SELPA, the retirement systems in which the School's employees participate (e.g., Public Employees' Retirement System, the State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure that the notification to the parents/guardians and students of Barona Charter School of the closure provides information to assist parents/guardians and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the School.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity and person or persons responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. The School will ask the District to store original records of Charter School students. All records of the Charter School shall be transferred to the District upon closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity or person(s) responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit.

The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the charter school.

The Charter School will complete and file any annual reports required pursuant to Education Code Section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leasehold, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the School, remain the sole property of the non-profit public benefit corporation. Any assets acquired from the District or District property will be promptly returned upon School Closure to the District. Any grant funds and restricted categorical funds will be returned to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports. Any donated materials and property will be returned in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Barona Charter School shall remain solely responsible for all liabilities arising from the operation of the School.

As the Barona Charter School is operated as a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

The reserve fund and any remaining assets after liabilities were paid will be used to undertake the closure procedures identified above.

## **XVIII. IMPACT ON THE CHARTER AUTHORIZER**

*Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district.*

*(Education Code Section 47605(h))*

### **CIVIL LIABILITY**

The Charter School shall be operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701d.

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

Further, the Charter School and District shall enter into a memorandum of understanding, wherein the Charter School shall indemnify District for the actions of the Charter School under this charter. As stated above, the District shall be named an additional insured under the Charter School's insurance policies.

### **CONCLUSION**

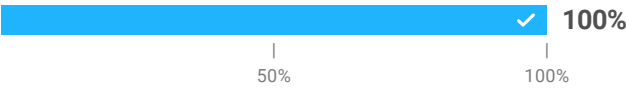
We look forward to continuing appropriate Memoranda of Understanding with the District subsequent to charter renewal to legally establish the specifics of our mutual relationship.

The term of this charter shall begin on July 1, 2025 and end on June 30, 2030.

School	Barona Indian Charter School
Subject	Math
Academic Year	2023 - 2024
Comparison Diagnostic	Spring (March 2 - End of Year)

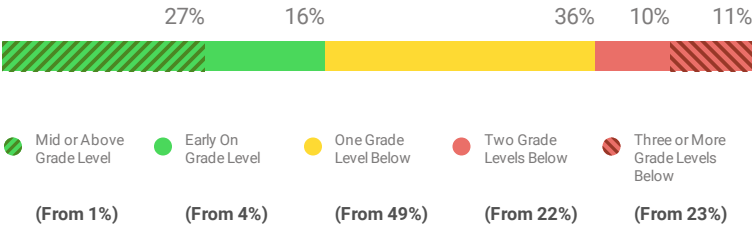
Students Assessed/Total: 73/81

Progress to Annual Typical Growth (Median)



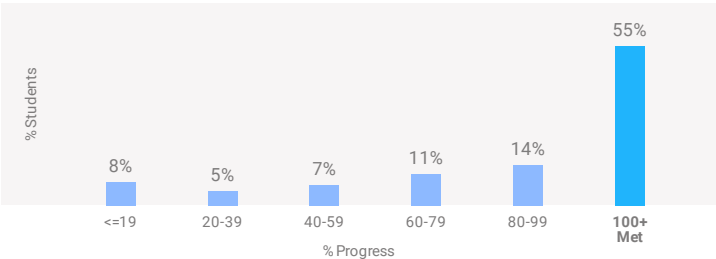
The median percent progress towards Typical Growth for this school is 100%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

Current Placement Distribution

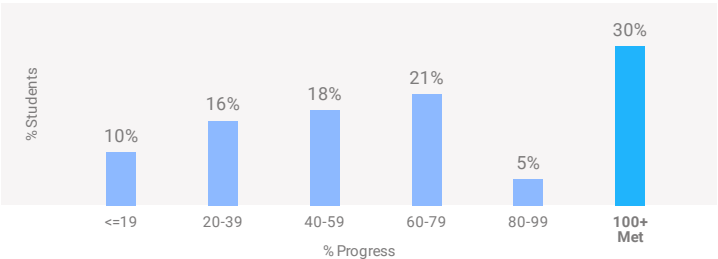


Mid or Above Grade Level (From 1%) Early On Grade Level (From 4%) One Grade Level Below (From 49%) Two Grade Levels Below (From 22%) Three or More Grade Levels Below (From 23%)

Distribution of Progress to Annual Typical Growth


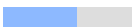





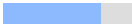
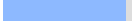
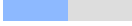


Distribution of Progress to Annual Stretch Growth®



Choose to Show Results By

Grade Showing 9 of 9

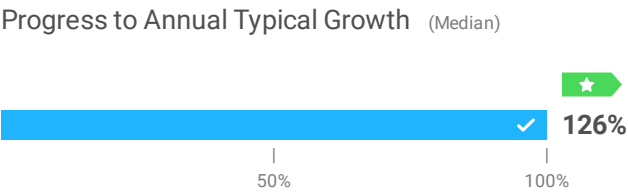
Grade	Annual Typical Growth		Annual Stretch Growth®		% Students with Improved Placement	Students Assessed/Total
	Progress (Median)	% Met	Progress (Median)	% Met		
Grade K	 69%	27%	 56%	27%	55%	11/13
Grade 1	 138%	83%	 105%	67%	100%	6/8
Grade 2	 103%	56%	 67%	33%	78%	9/9
Grade 3	 100%	55%	 74%	27%	82%	11/11
Grade 4	 92%	50%	 49%	8%	58%	12/13

School	Barona Indian Charter School
Subject	Math
Academic Year	2023 - 2024
Comparison Diagnostic	Spring (March 2 - End of Year)

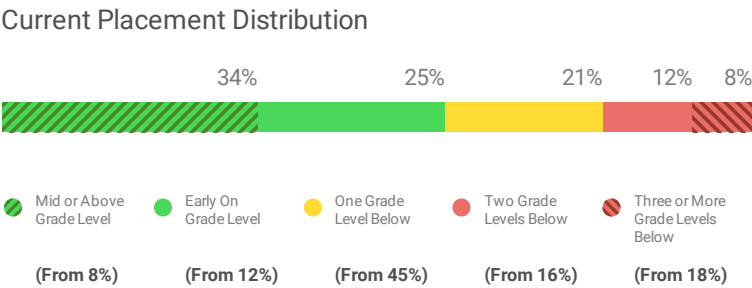
Grade	Annual Typical Growth		Annual Stretch Growth®		% Students with Improved Placement	Students Assessed/Total
	Progress (Median)	% Met	Progress (Median)	% Met		
Grade 5	<div><div></div></div> 0%	20%	<div><div></div></div> 0%	0%	40%	5/5
Grade 6	<div><div><div>✓</div></div></div> 183%	90%	<div><div></div></div> 91%	50%	100%	10/10
Grade 7	<div><div><div>✓</div></div></div> 154%	60%	<div><div></div></div> 61%	40%	80%	5/8
Grade 8	<div><div><div>✓</div></div></div> 111%	50%	<div><div></div></div> 45%	25%	75%	4/4

School	Barona Indian Charter School
Subject	Reading
Academic Year	2023 - 2024
Comparison Diagnostic	Spring (March 2 - End of Year)

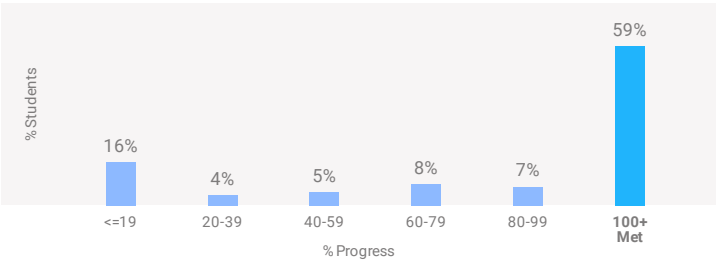
Students Assessed/Total: 73/77



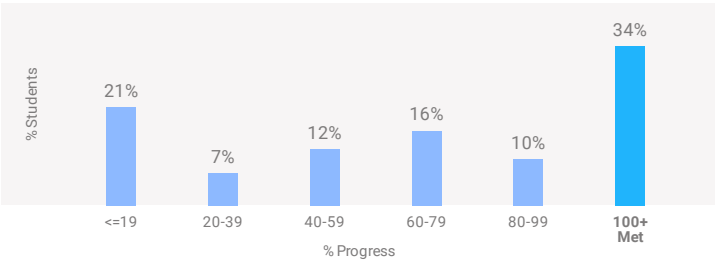
The median percent progress towards Typical Growth for this school is 126%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.



Distribution of Progress to Annual Typical Growth



Distribution of Progress to Annual Stretch Growth®



Choose to Show Results By

Grade

Showing 9 of 9

Grade	Annual Typical Growth		Annual Stretch Growth®		% Students with Improved Placement	Students Assessed/Total
	Progress (Median)	% Met	Progress (Median)	% Met		
Grade K	<div><div></div></div> 62%	25%	<div><div></div></div> 46%	25%	75%	12/13
Grade 1	<div><div></div></div> 96%	50%	<div><div></div></div> 72%	17%	100%	6/7
Grade 2	<div><div></div></div> 117%	67%	<div><div></div></div> 79%	11%	56%	9/9
Grade 3	<div><div></div></div> 188%	73%	<div><div></div></div> 111%	64%	73%	11/11
Grade 4	<div><div></div></div> 200%	85%	<div><div></div></div> 111%	54%	77%	13/13

School	Barona Indian Charter School
Subject	Reading
Academic Year	2023 - 2024
Comparison Diagnostic	Spring (March 2 - End of Year)

Grade	Annual Typical Growth		Annual Stretch Growth®		% Students with Improved Placement	Students Assessed/Total
	Progress (Median)	% Met	Progress (Median)	% Met		
Grade 5	<div><div></div></div> 112%	60%	<div><div></div></div> 48%	0%	20%	5/5
Grade 6	<div><div></div></div> 96%	50%	<div><div></div></div> 30%	30%	40%	10/10
Grade 7	<div><div></div></div> 388%	80%	<div><div></div></div> 132%	60%	80%	5/5
Grade 8	<div><div></div></div> 0%	0%	<div><div></div></div> 0%	0%	0%	2/4

# Barona Charter School

## SPECIAL EDUCATION PROCEDURAL HANDBOOK

Board Approved – November 7, 2022

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# Section 1: Overview

## Purpose

The purpose of Barona Charter School's *Special Education Policies and Procedures Handbook* is to assist school personnel to understand and practice policies that comply with federal, state, and requirements. It is expected that school personnel will serve students with disabilities and their families in a manner consistent with this handbook. Please note that a full manual is provided by our Special Education Local Plan Area (SELPA) which employs a team of experts to research, review, and update their policies and procedures.

This handbook is designed to be used as a:

- Structured process for implementing special education policies.
- Reference for answering questions.
- Staff development tool.
- Source for resources of support and assistance.

It is the commitment and obligation of Barona Charter School and its staff to ensure that students with disabilities have access to a free and appropriate public education (FAPE) in the least restrictive environment (LRE).

This manual will be periodically updated to reflect amendments to federal and state laws or new SELPA requirements.

## The Individuals with Disabilities Education Act (IDEA)

IDEA (Individuals with Disabilities Education Act) was enacted by Congress in 1975 and requires schools to identify, locate, and evaluate all children with certain eligible disabilities and to provide special help, education, and related services. IDEA is the federal law that governs special education, requires participating states to have policies and procedures to ensure that a free appropriate public education (FAPE) is available to children between the ages of three to 21-years-old with disabilities in the United States. Furthermore, the California Education Code declares that all public-school students with disabilities or exceptional needs have a right to participate in a free appropriate public education with special education support as needed.

Special education is specially designed instruction, at no cost to parents, to meet the unique needs of the child so that he/she can access the general curriculum and meet state and school

district educational standards. These students receive an Individualized Education Plan (IEP) which is considered a legal educational contract.

*IDEA [Section 300.39] is a specially designed instruction that meets the unique needs of a child with a disability. It is provided at no cost to parents. Instruction locations can be a classroom, home, hospitals, institutions, or other settings as applicable.*

## Section 2: Identification and Referral

### Introduction

A district has a responsibility to seek out all individuals actively and systematically with exceptional needs. Identification procedures shall include systematic methods of utilizing referrals of pupils from teachers, parents, agencies, appropriate professionals, and other members of the public. Identification procedures shall be coordinated with school site procedures for referral of pupils with needs that cannot be met with modifications of the general instructional program.

Prior to consideration of a special education referral, all modifications of the general education program and appropriate interventions should be given adequate time to succeed. Once a special education referral is made, all previous attempts to build capacity within the general education program shall be documented in writing as part of the evaluation report generated by the evaluating team.

### Referral Process

These procedures serve to identify children who are at risk and/or may require any type of special education services. Only after documented modifications of the general education program and appropriate interventions have been tried, is a referral for a psycho-educational assessment made and an evaluation plan formulated with parental involvement.

Following the assessment in all areas of suspected disability, an Individualized Educational Plan (IEP) Meeting is held to determine if the student meets eligibility criteria and if so, what program and services are required to address the areas of need.

School-age children with severe handicapping conditions may be referred directly for assessment if placement in a general education classroom is neither feasible nor appropriate due to age and/or severity of the handicapping condition respectively.

### Timelines (Identification and Referral)

The timelines stipulated here are specified in **Ed Code Section 56043** and must be strictly observed. The timelines are as follows:

- ☐ Within 15 calendar days after receiving a referral for assessment, an assessment plan must be developed and presented to the parent or a Prior Written Notice (PWN) documenting the school district refusal of assessment must be generated. Note: *The fifteen (15) day timeline starts from the date that the initial referral was received, verbally or written, not from the date the referral was written and stops due to a school closure in excess of five (5) days.*
- ☐ A parent or guardian can have at least 15 calendar days to review the proposed assessment plan prior to providing their consent or dissent.
- ☐ Within 60 calendar days after receiving the signed parent authorization for assessment, an IEP meeting must be held with the parent to discuss the assessment results and to determine eligibility and/or develop an appropriate

educational plan. The evaluation plan should be date stamped to indicate receipt by the school district.

*Note: The 60 day timeline begins on the date the school district receives the signed assessment plan, not the date the plan was signed by the parent and stops for school closures in excess of five (5) days.*

- ☐ Within 30 calendar days after the interim placement of an out-of-SELPA student with an IEP, the IEP team must convene a meeting with the parent to review the current IEP and to develop an appropriate educational plan.

## **Referral Sources**

The following people may initiate the referral process:

- Parents or Legal Guardians
- Public School Personnel
- Private or Parochial School Principal
- Public or Private Agencies

## **Referral Eligibility**

Children from Kindergarten through Eighth Grade who may be suspected of having a disability that impacts their learning may be referred for Special Education services. Barona Charter School services students in grades TK through eighth grade.

## **Child Find Procedures**

To locate all children with handicaps who are not currently receiving the special education services they need, it is the responsibility of the Barona Charter School to employ child find procedures in which contact with families is systematically sought through many avenues such as liaison with private agencies, public information notices, and through business, civic and parent group contacts.

If a school is notified of a child who is disabled and who is not currently receiving services or enrolled in Barona Charter School, the school's responsibility is as follows:

1. The individual receiving the call or visit writes down the date, name and telephone number of the person making the inquiry, along with the name, address, and birth date of the child being referred.
2. Indicate to the person that he/she will receive a call shortly from the Special Education Director/Designee.
3. Immediately notify the Special Education Director/Designee that a referral for assessment has been made.
4. The Special Education Director/Designee contacts the person who called as soon as possible (within 15 days) to discuss the referral and direct that the request be submitted in writing.

*\*\* Please note that while we prefer that referrals be made in writing, the timeline for the referral begins at the time the request is made, verbally or written.*

5. After the Special Education Director/Designee discusses the referral, they will determine, with consultation as needed from their site special education team, who would be involved in the assessment for the referred child.

If the referral comes from the parent, a copy of the Parents' Rights/Procedural Safeguards is given to the parent with the evaluation plan.

Each school site must maintain a log of all Special Education Referrals. This log is the responsibility of the site administrator and/or designee.

### **School-Age Parent Referral (Transitional Kindergarten through 8th Grade)**

When parents who have made an initial request for special education referral agree to participate in pre-referral interventions (Gen Ed Support/SST) at the school site rather than pursue assessment, this choice needs to be documented in the child's cumulative record. It is also recommended that this choice be documented in writing by the parents.

However, if a parent wishes to directly refer their child for special education assessment even after the pre-referral intervention process has been explained, the referral must be acted upon with the development of an assessment plan within fifteen days. Parents will be asked to submit this request in writing, but the written request is not necessary before the fifteen-day timeline begins.

#### **Steps to Follow when Parent Requests are Received**

1. A written request for initial assessment is received by school district staff. The receiver of the written request shall document his/her name, the date of the request, the name of the person making the request, the first and last name, birthdate and address of the student being referred. Notify the caller that the Special Education Director/Designee will be in contact to follow-up.
2. A verbal request shall be put into writing; school district staff shall offer assistance if necessary. The written request shall be date stamped.
3. The person receiving the request shall notify the Special Education Director/Designee who will then contact the School Psychologist.
4. Within the 15-day timeline from the initial request for assessment, a parent meeting should be convened to address the concerns related to the request for assessment.
  - a. If the team determines the request for assessment is premature, and the parent agrees, the team will document the parent's consent to rescind their request for assessment, and the assessment process stops. The parent must write a statement withdrawing request for assessment, and the team must document the discussion and any agreed upon interventions that will be implemented, initiating the Student Study Team process.

OR

- b. If the team determines that an assessment is warranted, an assessment plan is developed by the Education Specialist with the input of all specialists to address areas of suspected disability include but not limited to Psychologist, Speech/Language Pathologist, Occupational Therapist, etc.

OR

- c. If the team determines the request for assessment is premature, but the parent does not agree, the referral process moves forward. An assessment plan must be developed addressing the areas of suspected disability. Should the only area of suspected disability be speech and language impairment, the speech therapist will assume the role of case manager and develop the assessment plan. For all other areas of suspected disability, the education specialist will assume the role of case manager and the school psychologist will develop the assessment plan with input from all relevant team members.

- 5. The Prior Written Notice (Initials Only) SEIS form is completed and sent to parents with Parent Rights and Procedural Safeguards.

### **Student Study Team (SST) (School-Age (TK – 8) Staff Referrals)**

Prior to a referral for special education by school district staff, documentation of all pre-referral interventions and general education resources need to be exhausted. This shall provide the documentation necessary for the district referral.

The Student Study Team (SST) is a school-based problem-solving group whose purpose is to intervene early with high-risk students, preventing the need for Special Education and to aid teachers in the areas of curriculum, instructional techniques, and classroom management systems so they are best able to meet the needs of students in their classrooms. The SST can provide support through interventions by identifying both personnel and school resources that can be used to meet the needs of both the referred student and the referring teacher. Pre-referral interventions have been established to fulfill the requirements of federal and state legislation (Article 1, Sections 56300 and 56302).

Support staff and specialists such as the psychologist, speech therapist, and special education teacher may be involved in aiding teachers in the areas of curriculum, instructional strategies, and classroom management systems to meet the needs of referred students. However, the pre-referral intervention process is NOT a special education function and, therefore, the meetings should not be confused with IEP team meetings. The focus of the SST is on assistance to school staff members to help support the students, whereas an IEP Team is a legally mandated group which focuses on special education eligibility and placement options. By providing problem-specific support and assistance, the SST will assure that referrals to special education are appropriate and that all regular education options/modifications have been exhausted, including Response to Instruction and Intervention strategies.

The SST is a general education function. An SST uses the expertise of a variety of educators and the administration for educational planning. The pre-referral intervention process helps develop



plans for modifications and adaptations of the general programs to meet the needs of students who are experiencing problems. The documentation process and online program includes the following:

- clarification of the student's needs, review of relevant and accurate information regarding the student's performance
- analysis of all available information and with the designing of classroom interventions which are realistic, effective, and research based.
- development of student academic and/or behavior strategies including planning for curriculum material support, consultation, and monitoring
- planning for training in the crucial areas of how to work with an individual student or group of students
- discussion of student participation in various site intervention options
- reviewing pertinent data for possible Special Education referral after all general education interventions have been exhausted  
or
- recommending Section 504 assessment and consideration.

### **Response to Instruction and Intervention (General Education Setting)**

Response to Instruction and Intervention should be designed to exhaust the general education resources in support of student learning prior to the consideration, except in extreme cases, of any special education resources.

**Barona Charter School provides research-based interventions and provide the following:**

- The program should provide direct instruction to students.
- Each intervention offered to students should last 6 weeks.
- The intervention should focus on a target skill so that growth may be measured.
- Assessments should be identified for measuring growth. These assessments may be part of the regular classroom assessments, or they may be additional assessments (such as the MAP assessments) used to measure the target skill.

**The data is analyzed after each official intervention period to determine effectiveness:**

- If the student made sufficient progress, then that student no longer needs specialized intervention.
- If the student made some, but not sufficient progress, additional time or additional interventions will be considered.
- If the student made no progress, that should be noted and a new approach to intervention should be implemented.
- If the student continues to make no progress despite various, formal attempts at intervention, a SST meeting should be scheduled.

**SST Intervention Plans Include:**

- Baseline data
- Measurable Goals

- Specific Interventions and the Ongoing Collection of Data to Monitor Progress.
- Interventions and strategies must be implemented with fidelity for an adequate (6 weeks) amount of time to measure efficacy.
- It is recommended that interventions be implemented, and progress reviewed every two, four, or six weeks depending on the type of intervention.

#### **SST Mandatory Participants:**

- General education teacher(s)
- Family Resource Coordinator
- Administrator or Designee
- Parent

#### **A SST may also include additional participants as the process moves forward:**

- School Psychologist
- Speech Language Pathologist
- County or School Nurse
- Special Education Teacher/Director/Designee
- Student (based on age)
- School Counselor or School Social Worker
- Other personnel, as appropriate (may include a person knowledgeable of second language acquisition when an English Learner is referred for the process).

Pre-referral intervention processes are an effective way to utilize resources in planning and implementing instructional programs for students. To assist these teams in setting priorities and identifying the best strategies, it is critical that the student's parents be viewed as a resource and that their involvement is solicited. [190(430)]

Current literature on student progress in school stresses the importance of parental involvement in their child's education. Toward this end, it is desirable that parents be involved as soon as student concerns arise, and it is often vital to a successful intervention.

*Note: Because the phrase "Referral for Special Education" triggers the due process timeline, this phrase should **NOT** be used for informal meetings where general classroom modifications are the primary topic of discussion. The phrase should be utilized only after the Special Education identification process has begun.*

### **Initial Referral for Special Education Assessment**

If the student does not make progress after the consistent implementation of interventions and strategies, and the team believes that there is a suspected disability, the student is referred for a special education assessment. When a recommendation for assessment is made, the team must develop an Assessment Plan addressing "all areas of suspected disability." The school psychologist, in collaboration with the SST, develops the Initial Assessment Plan and the Special Education Director/Designee is responsible for managing the Initial Assessment/IEP process. Once the parent provides written consent to the evaluation plan, the team has 60-days to complete assessment and hold a meeting to review the results.

The first time that a child is assessed for special education is called an Initial Evaluation. When a parent consents to an Initial Evaluation by signing the Assessment Plan, he/she has the right to revoke that consent at any time. In this situation, Barona Charter School **cannot** file for Due Process. When a parent revokes consent to an Initial Evaluation, Barona Charter School will write a Prior Written Notice (PWN) stating that the district is ready, willing, and able to evaluate. The Special Education Director/Designee will need to be contacted within 24 hours of receiving revocation of consent to Initial Evaluation; either written or verbal. This PWN is completed and sent to parents/guardians via certified mail. A copy of the PWN will be printed and placed in the student's CUME file.

In addition, when a student is recommended for an initial assessment for special education, a parent has the right to decline this assessment and the Barona Charter School may not file for Due Process. When a parent does not consent to an initial special education evaluation, the Barona Charter School will write a PWN, stating that the district is ready, willing, and able to evaluate. Call your Special Education Director/Designee within 24 hours of receiving revocation of consent to Initial Evaluation; either written or verbal. This PWN is completed and sent to parents/guardian via certified mail. A copy of the PWN will be printed and placed in the student's CUME file.

When a student qualifies for special education through an Initial Evaluation, a parent has the right to decline special education services and the Barona Charter School cannot file for Due Process. When a parent/legal guardian declines special education services, upon completion of an Initial Evaluation, the IEP team will meet to review assessment results (with the parent) and offer a proposed IEP. If the parent/legal guardian declines special education services, Barona Charter School will write a PWN stating that the child qualifies for Special Education services and that Barona Charter School is ready, willing, and able to provide these services and offer an IEP. Call your Special Education Director/Designee within 24 hours of receiving revocation of consent; either written or verbal. This PWN is completed and sent to parents/guardian via certified mail. A copy of the PWN will be printed and placed in the student's cumulative file.

**Within three days of receiving a signed Assessment Plan, the Special Education Director/Designee will:**

- Write date received and due date for the 60-day timeline on the bottom of the signed Assessment Plan
- Distribute Assessment plan to the School Psychologist and Service providers
- Schedule the IEP Meeting

**NOTE:** *The date of the IEP meeting should be one-two weeks in advance of the due date to account for unforeseen events that may result in meetings having to be rescheduled. It is mandatory that the Initial Assessment and meeting occur within the federally mandated **60-day timeline** (60 calendar days from date of district receiving signed assessment plan). It is the responsibility of the Special Education Director/Designee to plan for cancellations by offering multiple meeting dates, via written **Notice of Meeting**, and scheduling meetings in advance of the due date.*

## Interim Placement Procedures

Before the expiration of 30 days (from the first day of attendance), the IEP team must convene to review the placement and determine its appropriateness. The team may use reports, information, and/or records from the sending district. *However, if these are not available, are incomplete, or are inadequate, assessment must be conducted in those areas which are needed to develop an appropriate IEP.*

Whenever students enroll in the Barona Charter School, it is critical that we establish whether the child receives special education services and if the child has a current IEP. *Intake procedures for new students should ensure paperwork and files for new enrollees are reviewed for potential special education services.*

Once registration has been completed, the team will proceed in one of the following ways:

1. If the student's **previous IEP is from within our SELPA** (Alpine, Cajon Valley, Dehesa, Jamul, La Mesa-Spring Valley, Lakeside, Lemon Grove, Mtn. Empire, Santee)

- Note that Grossmont Union High School District is also part of the East County SELPA, however, because they are a high school district, we would not have students enrolling in Barona Charter School from GUHSD.
- a. We will continue, without delay, to provide services comparable to those described in the existing approved IEP. If we do not have the exact services listed in the current IEP, we will provide without delay services "most like" those described in the existing approved IEP.
  - i. If the student requires services in a specialized program, the coordinator/program specialist will work with neighboring school district's (Lakeside) to seek placement.
  - ii. Site team may develop an assessment plan if the team feels that it is necessary.
  - iii. Additional assessment will be necessary if there are questions about service appropriateness, no recent evaluation results on file, or incomplete/inadequate evaluations in the file.

2. If the student's **previous IEP is from California but outside our SELPA**

- a. An Interim Placement form will be completed by the Special Education Director/Designee. We will continue, without delay, to provide services comparable to those described in the existing approved IEP. If we do not have the exact services listed in the existing IEP, we will provide without delay services "most like" those described in the existing approved IEP.
- b. Site team will develop an assessment plan if the team feels that it is necessary.
  - i. Additional assessment will be necessary if there are questions about service appropriateness, no recent evaluation results on file, or incomplete/inadequate evaluations in the file.
- c. IEP team will convene within 30 days to review results and hold the 30-day review IEP meeting.

3. If the student's **previous IEP is from outside of California**

- d. An Interim Placement form will be completed by the Special Education Director/Designee. We will continue, without delay, to provide services comparable to those described in the existing approved IEP. If we do not have the exact services listed in the existing IEP, we will provide without delay services "most like" those described in the existing approved IEP, until an assessment is conducted.
- e. **Site team must develop an assessment plan which evaluates all areas of suspected disability and establishes eligibility under California Education Code criteria.**
- f. IEP team will convene within 30 days to review results and hold the 30-day review IEP meeting.
- g. If additional assessment time is necessary to determine eligibility or areas of need, the team would document this in the 30-day review notes, determine placement for the remainder of assessment period, and reconvene prior to the end of the 60-day evaluation timeline to complete the IEP meeting.

*Note: All Program services including DIS services need to be implemented in duration, frequency, and location as stated in the IEP. It is advisable that a meeting time and date for the 30-day meeting be set at the time of intake to ensure that timelines are met.*

## **Section 504**

Section 504 covers qualified students with disabilities who attend schools receiving Federal financial assistance. To be protected under Section 504, a student must be determined to: (1) have a physical or mental impairment that substantially limits one or more major life activities; or (2) have a record of such an impairment; or (3) be regarded as having such an impairment. Section 504 requires that school districts provide a free appropriate public education (FAPE) to qualified students in their jurisdictions who have a physical or mental impairment that substantially limits one or more major life activities.

If a student is found to qualify under Section 504 the school site will create a 504 Plan that identifies the student needs and how these needs will be met to allow the student to fully access the educational setting. As a function of the **general education program** at the school site, 504 Plans are written, implemented, and monitored by the site **504 Coordinator** and reviewed annually. It is important to note that 504 Plans are not included under special education law and do not provide students with special education services. Please see your site 504 Coordinator for more information. If you do not know who your 504 Coordinator is, contact your site Administrator.

Legal Reference: 34 C.F.R. Part 104 Section 504 - Civil Rights Mandates

*In addition to the Parents' Rights and Procedural Safeguards, all interested persons shall be informed of the following information regarding Section 504. This section refers not only to educational programs and activities, but to accessibility of facilities and to employment practices in public schools.*

*Section 504 of the Rehabilitation Act of 1973 was enacted to protect the civil rights of all handicapped Americans, both children and adults.*

*It assures the opportunity to handicapped persons to have access to, and participate in, those activities that are summarily accepted by the majority of American citizens as unquestionable rights.*

*Programs and activities for the handicapped must be as effective as those provided to the non-handicapped. Equal opportunity must be afforded to the handicapped to participate in nonacademic and extracurricular activities.*

*No preschool, elementary, secondary, or adult education program receiving or benefiting from federal funds may exclude a child on the basis of handicap. Facilities are to be readily accessible, but this is not required of each or every part of an existing facility.*

*No qualified handicapped person, shall, on the basis of handicap, be subjected to discrimination in employment under any program or activity.*

*Section 504 incorporates the language of Titles VI and IX of the 1964 Civil Rights Act which guarantees equal treatment of racial minorities and women in order to extend those guarantees to all handicapped persons. Every activity affected by federal financial assistance, from education and employment to transportation and recreational facilities and programs are affected by 504.*

## **Legal Reference**

*Education Code 56300 "Each district, special education local plan area, or county office shall actively and systematically seek out all individuals with exceptional needs, ages 0 through 21 years, including children not enrolled in public school programs, who reside in the district or are under the jurisdiction of a special education local plan area or a county office."*

*Education Code 56302 "...Identification procedures shall include systematic methods of utilizing referrals of pupils from teachers, parents, agencies, appropriate professional persons, and from other members of the public. Identification procedures shall be coordinated with school site procedures for referral of pupils with needs that cannot be met with modification of the regular instructional program."*

*Education Code 56303 "A pupil shall be referred for special educational instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized."*

*Education Code 56043 (i) "A pupil's individualized education program shall be implemented as soon as possible following the individualized education program team meeting, pursuant to Section 300.323 (c)(2) of Title 34 of the Code of Federal Regulations and in accordance with Section 56344*

*Education Code 56325 (a)(1) "...In the case of an individual with exceptional needs who has an individualized education program and transfers into a district from a district not operating*

*programs under the same local plan in which he or she was last enrolled in a special education program within the same academic year, the local educational agency shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved individualized education program, in consultation with the parents, for a period not to exceed 30 days, by which time the local educational agency shall adopt the previously approved individualized education program or shall develop, adopt, and implement a new individualized education program that is consistent with federal and state law.*

*(2) In the case of an individual with exceptional needs who has an individualized education program and transfers into a district from a district operating programs under the same special education local plan area of the district in which he or she was last enrolled in a special education program within the same academic year, the new district shall continue, without delay, to provide services comparable to those described in the existing approved individualized education program, unless the parent and the local educational agency agree to develop, adopt, and implement a new individualized education program that is consistent with federal and state law.*

*(3) "...the following shall apply to special education programs for individuals with exceptional needs who transfer from an educational agency located outside the State of California to a district within California. In the case of an individual with exceptional needs who transfers from district to district within the same academic year, the local educational agency shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved individualized education program, in consultation with the parents, until the local educational agency conducts an assessment, ....., and develops a new individualized education program, if appropriate, that is consistent with federal and state law.*

# Section 3: Assessment

## Introduction

School districts have an obligation to “identify, locate and evaluate” all children with disabilities ages 3-21 who may be eligible for special education, including those who are attending private schools or are homeless or wards of the court. *34 Code of federal Regulations [C.F.R.] Sec. 300.111; California Education Code (Cal. Ed. Code) Secs. 56300 & 301.* This is called “**child find.**” (see Section 2: Identification and Referral)

## Assessment Plans

Special Education Assessments occur for a variety of reasons and for the purpose of determining eligibility and to determining present levels and/or areas of need.

An assessment plan must be developed within 15 days of a referral of a child either by direct referral by a parent, public or non-public service provider (primary care physician, outside service provider, or by the school site).

A new assessment plan must be developed each time the team proposes to conduct any assessment for:

- New Areas of Suspected Disability
- Triennial Reviews
- Other Reviews for Placement or Service Purposes
- Functional Behavior Assessments
- Educationally Related Mental Health Services (ERMHS)
- New Areas of Need (e.g. fine motor, sensory processing, health, etc.)
- Special Circumstance Instructional Assistance (SCIA)
- Kindergarten Transition

An assessment plan should be completed in SEIS. The Parents’ Rights and Procedural Safeguards must be presented and explained to parents prior to completing the assessment plan. At the parents’ option, a meeting may be scheduled to discuss the assessment plan. All correspondence, including the assessment plan, must be written in the primary language of the home or a translator must be available to interpret for the parents.

Carefully design the assessment plan to include all areas of suspected disability and suspected deficit. Any changes to the assessment plan must include parental consent.

If a parent or guardian believes that additional areas of suspected disabilities or deficit should be assessed, this should be captured in the portion of the evaluation plan labeled “I would like the following assessment information considered”. A parent or guardian does not have the right to alter or add to our proposal for assessment on other portions of the assessment plan.

If a parent requests additional assessments in the “I would like the following assessment information considered” portion of the assessment plan, the evaluator must determine with their



team whether any changes to the assessment plan will occur and notify the parent of any changes via phone or in writing, made to the assessment plan as a result of their requests. Changes should be made if the requested additions or changes would assist the team in assessing areas of concern or determining eligibility under suspected criteria.

If a parent alters the content of the assessment plan by adding, deleting, or changing the proposed plan in a way that the evaluation team is not in agreement with, a meeting with the parent should be scheduled by an evaluator as soon as possible, to complete a new assessment plan that all members of the evaluation team are in agreement with. The first assessment plan is marked as “void”, the new assessment plan is attached to the old and parent consent is established as the new date, triggering a new 60-day timeline.

It is imperative that the Special Education Director/Designee or School Psychologist write the date that the form is received by Barona Charter School as this date marks the start of the 60-day timeline.

### **When an Assessment Plan is not returned:**

- If assessment plan is not returned within 10 calendar days send another Assessment Plan with Procedural Safeguards via Certified Mail (through front office)
- Place Copy of Assessment Plan and Proof of Certified Mail in Special Education File
- Continue ongoing follow-up with parent to obtain signature
- If after 14 calendar days, all attempts to secure a signed assessment plan are not successful, contact your Special Education Director/Designee with all documentation for follow-up.

### **Vision and Hearing Screening**

Vision and hearing screenings are required for initial, triennial and transition assessments. It is critical that Vision/Hearing Screenings be completed as early in the 60 Day Timeline as possible because failed screenings may impact assessment results.

It is the responsibility of the case manager to monitor the assessment plan to be sure that all assessments are completed according to the approved plan and that the assessment is completed within the timeline.

If there are outside agencies involved with the student (Regional Center, medical doctors, psychologists, etc.) complete an *Exchange of Information* form if the assessment team determines a need to gather information/records from them. This form can also be used to document parent consent for the district to send student information and records to an outside agency.

An IEP Team Meeting shall be convened within 60 calendar days from the receipt of a signed assessment plan.

If parents have agreed to attend the IEP meeting and does not attend, the team captures this in the meeting notes and reschedules at a mutually agreed upon time and signs attendance only.

ALL IEP meetings should begin prior to or on the due date established by the 60-day timeline. If due to unforeseen issues, an IEP meeting cannot be fully completed by the 60-day due date, the meeting needs to be started by that due date. The IEP Meeting Notes should reflect who was in attendance, any portions of the IEP that were completed, and the reasons/rationale for the need to reconvene and next scheduled IEP team meeting date. Signatures for participation are needed by case manager, parent/guardian, and any other members of the IEP team as necessary.

## **Roles and Responsibilities of the Assessment Team**

The members of the IEP team, including the assessors, must perform the following tasks:

1. Evaluate all areas of suspected disability.
2. Determine present levels of functioning and baselines of educational performance.
3. Consider any independent assessments submitted by the parents. If outside agencies (Regional Center, medical doctors, psychologists, etc.) are involved with the student, complete a Release of Information (ROI) form when the assessment team determines a need to gather information/records from these agencies. (See SEIS Document Library for ROI)
4. Provide a Multidisciplinary written report that is reviewed in the context of an IEP meeting within the 60-day timeline. The personnel who assess the pupil shall prepare a written report, or reports as appropriate, of the results of each assessment. If parents request a report in advance of the meeting, it must be provided as soon as the report is available. Best practice suggests that reports are provided to parents prior to the meeting.

## **Initial Assessments**

An Assessment Plan will be developed that addresses all areas of suspected disability and student need.

The Assessment Plan is sent to parents with Parent Rights and Procedural Safeguards within 15 days of the referral for assessment.

The Special Education Director/Designee needs to write the date on the assessment plan when the plan is signed and returned, as this date begins the 60-day assessment timeline.

The Special Education Director/Designee must:

- Inform all assessors that consent has been received, and the evaluation may begin.
- Establish an IEP date to review assessment results with parents.

The initial assessment of any student considered for special education services must be conducted by a multidisciplinary team of professionals. The assessment **must** include tools to evaluate in all areas of suspected disability and areas of concern which may include some or all of the following:

1. Health history
2. Current Vision and Hearing (within the calendar year)
3. Motor abilities
4. Language functioning/communication
5. Processing Skills
6. General ability/cognition
7. Self-help, orientation, and mobility skills

8. Academic performance
9. Adaptive Skills
10. Social and emotional status
11. Career and vocational abilities and interests

*Note: Assessments must include a recent vision and hearing screening and an observation of the student in his/her classroom to determine what environmental factors and peer/teacher interactions might affect the child's functioning. If the child is not yet of school age or is not in school, the observation shall take place in an environment appropriate for an individual of that age. The school observation must be conducted by someone other than the classroom teacher.*

### **Process for Vision/Hearing Screenings for Initial Assessments**

If the student has not been assessed through the school's normal grade level vision and hearing screenings, within 5 school days of receiving signed Assessment Plan from parent, the Special Education Director/Designee will send a copy of the assessment plan and make a written request for Vision and Hearing Screening.

### **Triennial Review or Re-Evaluation Procedures**

All special education students must be reassessed at least every three years or upon parent request, but no more than once per year unless agreed upon by the school team and parents. This reassessment must include the review of existing data on the pupil, including assessments and information provided by the parents of the pupil, current classroom-based assessments and observations, and teacher/related services providers' observations.

Triennial assessments serve three purposes:

1. **Accountability**—The effectiveness of the student's IEP should be analyzed. Re-evaluations should include a review of progress by examining data on past and present levels of performance. Data may include grades, school discipline records, curriculum-based measures or norm-based measures and any previous assessment data. Lack of progress should stimulate IEP changes in curriculum, instructional techniques, behavioral strategies or the education environment, or a reassessment of the nature of the disability.
2. **Planning**—Evaluation information should be utilized to determine whether modifications to the special education services received are needed in order for the child to meet the annual goals and participate, as appropriate, in the general curriculum. Factors such as behavior, current skill levels, and communication skills should be considered. Future needs must be addressed, especially at transition points in the child's educational program. Transition planning might address confirmation of disability, community living skills, vocational training, or plans for post-secondary education.
3. **Continued Eligibility** —A complete re-evaluation of a child's disability must be conducted if:
  - (a) a parent or teacher requests assessment in particular areas of suspected disability
  - (b) the child may no longer have a disability that requires special education or related services
  - (c) the child may be eligible for additional related services, or

(d) the child is not making educational progress

### **Steps to Conducting Triennial Assessments**

1. The Special Education Director/Designee obtains re-evaluation information from Special Education Information System (SEIS) and communicates due dates with the necessary IEP team members to conduct assessments.
2. The assessment team members (special education teacher, psychologist, DIS service providers) will collaborate to determine a recommendation to make to the parent, and whether to conduct a triennial review or a re-evaluation. This discussion and decision should occur at least 60 days prior to the triennial due date to allow time for formal assessment if determined necessary or requested by the parent.

### **Other Reasons for Assessment**

The need for assessment may be triggered for reasons other than discussed above. These other reasons for assessment may include:

- Request by a parent or staff member
- Changes of placement
- To gather new information to make service recommendations or fine tune a student's existing IEP

### **Considerations for Assessment**

#### **Assessment of English Learners (EL) Students**

Assessment of students whose primary language is not English shall be done by appropriately credentialed personnel who are linguistically competent in both the oral and written skills of the child's primary language and who also have knowledge of the cultural and historical heritage of the child. When such personnel are not available, an interpreter, who is preferably a district employee, may be used. However, when an interpreter is used or when materials and procedures which may attenuate the validity of the assessment are used, this must be noted in the case study report.

Factors to consider when assessing English Learners include:

- Language Factors
  - Different linguistic backgrounds
  - Different levels of proficiency in English
  - Different levels of proficiency in Native Language
- Educational Factors
  - Varying levels of education in Native Language
  - Varying levels of education in English
  - Varying degrees of exposure to standardized assessments
- Cultural Factors
  - Varying degrees of acculturation

Non-Discriminatory Assessments Include:

1. Assessment for the purposes of intervention
2. Assessment with Authentic and Alternative Procedures
3. Assessment of the Learning Ecology
4. Assessment of Language Proficiency
5. Assessment of prior opportunities for learning
6. Assessment of relevant cultural and linguistic factors
7. Evaluation, Revision, and Re-evaluation of Hypothesis
8. Determination of and Language of Formal Assessment
9. Reduction of bias in traditional assessments
10. Utilization of multiple data sources prior to conclusions

## **Educationally- Related Mental Health Services (ERMHS) Evaluation**

Prior to an ERMHS Referral and Assessment:

- The IEP team develops goals and implements interventions/services to address mild to moderate social, emotional, and/or behavioral needs that interfere with the student's educational progress
- Interventions and services may include Positive Behavioral Supports (PBS), Behavior Intervention Plan (BIP), Functional Behavioral Assessment (FBA), Specialized Academic Instruction (SAI), programmatic and school site accommodations, Social-Emotional goals, Behavior goals
- Collect data and monitor student progress frequently (no less than every 2 weeks) to determine if additional goals, services, and interventions are successful
- Modify goals, services, and behavior plan as appropriate
- If progress is not being made, the team may recommend an ERMHS Assessment to consider the need for more intensive school-based counseling services
- If after 4-6 weeks, student has not made adequate progress, an ERMHS Assessment may need to be initiated

### **Initial ERMHS Assessment**

Within 7 calendar days of receiving the signed Assessment Plan from the parent for the ERMHS assessment, the referring School Psychologist and Special Education Director/Designee will complete the ERMHS Packet. The Special Education Director/Designee will contact the School Psychologist at Specialized Therapy Services about conducting the assessment. Barona Charter School contracts with Specialized Therapy Services for ERMHS services and assessments. The following information will be made available to the School Psychologist during assessment and to the ERMHS provider once the assessment is complete.

### **Copies of the following District Documents:**

1. SEIS Signed Assessment Plan,
2. Current IEP and any amendments (may be required to send last 2 years' worth of documents to provide the necessary background information on mental health over a period of time),
3. Most recent psychoeducational report
4. Barona Charter School attendance records, discipline records, and report cards

**Additional documents to print and include if available:**

- FBA/BIP
- Previous mental health assessments
- Discharge paperwork from hospitalizations
- Relevant medical reports
- Independent evaluations
- Contact info for others working with student (CASA, Social Worker, Foster parent, Wraparound providers, TBS providers, advocate, attorney, etc.)

**School Psychologist/Special Education Director/Designee** is responsible for:

- Ensuring all documentation is given to the ERHMS assessment provider along with the ERMHS service provider, should the student qualify.
- Ensuring that the IEP meeting is scheduled within the required 60-day timeline to discuss the results of the assessment with the parent/guardian.

## **Reporting Assessment Results**

The assessment report shall include, per Education Code section 56327, but not be limited to, all the following:

- Whether the pupil may need special education and related services (eligibility statement)
- The basis for making the determination
- The relevant behavior noted during the observation of the pupil in an appropriate setting
- The relationship of that behavior to the pupil's academic and social functioning
- The educationally relevant health and development, and medical findings, if any
- For pupils with learning disabilities, whether there is such a discrepancy between achievement and ability that cannot be corrected without special education and related services
- A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate
- The need for specialized services, materials, and equipment for pupils with low incidence disabilities, consistent with guidelines established pursuant to Section 56136 of the education code.

*Important: An IEP team meeting must be held with parents, regardless of whether a student qualifies for special education and/or related services. A copy of the assessment report is to be given to the parents after the results have been explained to them. An IEP which reflects special education eligibility or non-eligibility is generated at the meeting. If the student is eligible for special education services, the IEP must be based upon the student's unique needs.*

**Eligibility decisions must be based on three factors:**

1. The eligibility criteria
2. The adverse effects on a student's educational performance
3. Requirement for special education and related services

**The parent must be given:**

- A copy of all reports
- A copy of the completed IEP

## **Steps for a DNQ (Does Not Qualify)**

1. Hold an IEP meeting to review assessment results
2. Complete the following forms in SEIS:
  - a. present levels page
  - b. notes page
  - c. SLD form as appropriate
  - d. signature page
3. Upload all reports into SEIS
4. Notify the Special Education Director/Designee that the student Does Not Qualify (DNQ) and request that he/she be removed from SEIS caseload.
5. Create a Special Education File. The file will be labeled with the students last name, first name and the acronym **DNQ**.
6. The file shall include a copy of the Assessment Report, signed Assessment Plan, Meeting Notice, and the completed pages from SEIS: This file will be stored at the school site with Special Education files. The maintenance of this file will follow the district's Records Policy.

### **Independent Educational Evaluations (IEE's)**

If a parent disagrees with the school's assessment, a parent has the right to an independent educational evaluation (IEE) at the district's expense. However, the school may decide to initiate a due process hearing to show that its assessment is appropriate. Even if the school's assessment is deemed appropriate and reimbursement is denied, the parent still has the right to an independent assessment at their own cost. The assessment shall be conducted by a California credentialed or a licensed professional examiner who is not employed by and does not routinely provide assessments for the State Department of Education or Barona Charter School. Regardless of who ultimately pays for the assessment, the results must be considered with respect to the provision of free and appropriate public education of the pupil (EDC § 56329).

The team needs to document that an independent assessment report of findings was considered in conjunction with the assessment data generated by school staff. This documentation is to include the name of the assessor, his/her title, and the date of assessment.

If a parent disagrees with an assessment completed by the school staff and request an additional assessment or an Independent Educational Evaluation, please notify the Special Education Director/Designee immediately on how to proceed.

### **Placement Criteria for Special Education Programs**

It is the policy of the Barona Charter School that, to the maximum extent appropriate, everyone with exceptional needs shall be educated with pupils who are not disabled. It is our policy that assignment to special classes, separate schooling, or other removal of the pupil from the general educational environment shall occur only when the nature and severity of the disability is such that education in general classes with supplementary aids and services cannot be achieved to meet the current needs of the student.

### **General Criteria for Educational Placement**

The placement criteria for special education programs/services is designed to provide guidelines for Individualized Education Program (IEP) Teams and parents in considering pupils for special education programs and services.

Placement in special education programs requires certain general criteria be met before students are eligible, which are:

- A student shall qualify as an “Individual with Exceptional Needs”, if his or her educational needs cannot be met with modification of the regular program and the results of the assessment demonstrate that the degree of the pupil’s impairment requires special education in one or more program options authorized by the California Education Code.
- A student has been evaluated by a multidisciplinary team in all areas of suspected disability utilizing nondiscriminatory tests.

Pupils shall be placed in special education programs/services in accordance with their functional, age-appropriate needs. Placement may be reevaluated at any time to determine a change in the Individualized Education Program (IEP) for a student.

## Legal References

*Education Code 56320 “Before any action is taken with respect to the initial placement of an individual with exceptional needs in Special Education instruction, an individual assessment of the pupils educational needs shall be conducted, by qualified persons, in accordance with requirements including, but not limited to, **all** the following:*

*(a) Testing and assessment materials and procedures used for the purposes of assessment and placement of individuals with exceptional needs are selected and administered so as not to be racially, culturally, or sexually discriminatory.....the materials and procedures shall be provided in the pupil’s native language or mode of communication, unless it is clearly not feasible to do so.”*

*(b) Tests and other assessment materials meet all the following requirements:*

*(1) Are provided and administered in the language and form most likely to yield accurate information on what the pupil knows and can do academically, developmentally, and functionally, unless it is not feasible to so provide or administer....”*

*(2) Are used for purposes for which the assessments or measured are valid and reliable.*

*(3) Are administered by trained and knowledgeable personnel and are administered in accordance with any instructions provided by the producer of the assessments, except that individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist.*

*(c) Tests and other assessment materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general*



*intelligence quotient.*

- (d) Tests are selected and administered to best ensure that when a test administered to a pupil with impaired sensory, manual, or speaking skills produces test results that accurately reflect the pupil's aptitude, achievement level, or any other factors the test purports to measure and not the pupil's impaired sensory, manual, or speaking skills unless those skills are the factors the test purports to measure.*
- (e) ".....no single measure or assessment is used as the sole criterion for determining whether a pupil is an individual with exceptional needs or determining an appropriate educational program for the pupil.*
- (f) The pupil is assessed in all areas related to the suspected disability including, if appropriate, health and development, vision (including low vision), hearing, motor abilities, language function, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status. A developmental history shall be obtained, when appropriate. For pupils with residual vision, a low vision assessment shall be provided in accordance with guidelines established pursuant to Section 56136.*
- (g) The assessment of a pupil, including the assessment of a pupil with a suspected low incidence disability, shall be conducted by persons knowledgeable of that disability. Special attention shall be given to the unique educational needs, including, but not limited to, skills and the need for specialized services, materials, and equipment consistent with guidelines established pursuant to Section 56136."*

*Education Code 56321 "(a) If an assessment for the development or revision of the individualized education program is to be conducted, the parent or guardian of the pupil shall be given, in writing, a proposed assessment plan within 15 days of the referral for assessment not counting days between the pupil's regular school sessions or terms or days of school vacation in excess of five schooldays from the date of receipt of the referral, unless the parent agrees, in writing to an extension. However, in any event, the assessment plan shall be developed within 10 days after the commencement of the subsequent regular school year or the pupil's regular school term as determined by each district's school calendar for each pupil for whom a referral has been made 10 days or less prior to the end of the regular school year. In the case of pupil school vacations, the 15-day time shall recommence on the date that the pupil's regular schooldays reconvene. A copy of the notice of a parent's or guardian's rights shall be attached to the assessment plan. A written explanation of all the procedural safeguards under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 and following), and the rights and procedures contained in Chapter 5 (commencing with Section 56500) shall be included in the notice of a parent's or guardian's rights, including information on the procedures for requesting an informal meeting, prehearing mediation conference, mediation conference, or due process hearing; the timelines for completing each process, whether the process is optional; and the type of representative who may be invited to participate.*

- (b) The proposed assessment plan given to parents or guardians shall meet all the following*

*requirements:*

- (1) Be in language easily understood by the general public.*
  - (2) Be provided in the native language of the parent or guardian or other mode of communication used by the parent or guardian, unless to do so is clearly not feasible.*
  - (3) Explain the types of assessments to be conducted.*
  - (4) State that no individualized education program will result from the assessment without the consent of the parent.*
- (c) The local educational agency proposing to conduct an initial assessment to determine if the child qualifies as an individual with exceptional needs shall obtain informed consent from the parent of the child before conducting the assessment, ... If the parent of the child does not provide consent for an initial assessment, or the parent fails to respond to a request to provide consent, the local educational agency may pursue the initial assessment utilizing the procedures described in Section 1415 of Title 20 of the United States Code and in accordance with paragraph (3) of subdivision (a) of Section 56501 and subdivision (e) of Section 56506. The parent or guardian shall have at least 15 days from the receipt of the proposed assessment plan to arrive at a decision. The assessment may begin immediately upon receipt of the consent.*
- (d) The local educational agency shall not be required to obtain informed consent from the parent of a child for an initial assessment to determine whether the child is an individual with exceptional needs under any of the following circumstances...*
- (1) Despite reasonable efforts to do so, the local educational agency cannot discover the whereabouts of the parent of the child.*
  - (2) The rights of the parent of the child have been terminated in accordance with state law.*

# Section 4: Eligibility

## Introduction

Determination of eligibility and placement of a student in a special education program and/or related services is the responsibility of the IEP team. In accordance with California Administrative Code Title 5 Regulations, the criteria outlined in this section are designed to provide guidelines for IEP teams in considering pupils for special education programs and services.

## General Criteria for Special Education Placement

Placement in a special education program requires certain general criteria be met before a student is considered eligible. These criteria are:

1. A student shall qualify as an Individual with Exceptional Needs if his/her educational needs cannot be met with modification of the general education program, including Section 504 accommodations, and the results of the assessment demonstrate that the degree of the pupil's impairment requires special education in one or more program options authorized by the California Education Code.
2. A student has been identified as having a disability and was evaluated by a multidisciplinary team in all areas of suspected disability utilizing nondiscriminatory assessment tools.

Students will be provided special education services and placed in programs in accordance with their individual instructional needs. Placement may be reevaluated at any time to determine necessary changes in the student's IEP to ensure educational benefit.

## 3030. Eligibility Criteria

A pupil shall qualify as an individual with exceptional needs, pursuant to Section 56026 of the Education Code, if the results of the assessment as required by Section 56320 demonstrate that the degree of the pupil's impairment as described in Section 3030 (a through j) requires special education in one or more of the program options authorized by Section 56361 of the Education Code. The decision as to whether the assessment results demonstrate that the degree of the pupil's impairment requires special education shall be made by the individualized education program team, including personnel in accordance with section 56341 (d) of the Education Code. The individualized education program team shall consider all the relevant material which is available on the pupil. No single score or product of scores shall be used as the sole criterion for the decision of the individualized education program team as to the pupil's eligibility for special education. The specific processes and procedures for implementation of these criteria shall be developed by each Special Education Local Plan Area and be included in the local plan pursuant to Section 56220 (a) of the Education Code.

Specific handicapping conditions which are used for determination of eligibility are as follows:

- Autism
- Deaf Blind
- Deafness

- Emotional Disability
- Hard of Hearing
- Intellectual Disability
- Multiple Disabilities
- Orthopedic Impairment
- Other Health Impaired
- Specific Learning Disability
- Speech and/or Language Impairment
- Traumatic Brain Injury
- Visual Impairment

Eligibility worksheets have been developed to assist IEP teams and evaluators in ensuring that all criteria for eligibility have been established.

## **AUTISM (AUT)**

*California Code of Regulations, Title 5, Article 3.1 Section 3030 (b)(1)*

*A developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age three, and adversely affecting a child's educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences.*

1. *Autism does not apply if a child's educational performance is adversely affected primarily because the child has an emotional disability, as defined in subdivision (b)(4) of this section.*
2. *A child who manifests the characteristics of autism after age three could be identified as having autism if the criteria in subdivision (b)(1) of this section are satisfied.*

### *Eligibility Criteria*

As outlined above and in the Eligibility Worksheet.

## **DEAF/BLIND (DB)**

*California Code of Regulations, Title 5, Article 3.1 Section 3030 (b)(2)*

*A pupil has concomitant hearing and visual impairments, the combination of which causes such severe communication, developmental, and educational problems that they cannot be accommodated in special education programs solely for children with deafness or children with blindness.*

### *Eligibility Criteria*

As outlined above and in the Eligibility Worksheet.

## **DEAFNESS (DEAF)**

*California Code of Regulations, Title 5, Article 3.1 Section 3030 (b)(3)*

*A pupil has a (severe to profound) hearing impairment, whether permanent or fluctuating, which impairs the processing of linguistic information through hearing, even with amplification, and which adversely affects educational performance. Processing linguistic information includes speech and language reception and speech and language discrimination.*

### *Eligibility Criteria*

As outlined above and in the Eligibility Worksheet.

## **EMOTIONAL DISABILITY (ED)**

*California Code of Regulations, Title 5, Article 3.1 Section 3030 (b)(4)*

*A condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree, which adversely affect a pupil's educational performance:*

- 1. An inability to learn which cannot be explained by intellectual, sensory, or health factors.*
- 2. An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.*
- 3. Inappropriate types of behavior or feelings under normal circumstances exhibited in several situations.*
- 4. A general pervasive mood of unhappiness or depression.*
- 5. A tendency to develop physical symptoms or fears associated with personal or school problems.*
- 6. Emotional Disturbance includes schizophrenia. The term does not apply to children who are socially maladjusted, unless it is determined that they have an emotional disturbance.*

### **The following descriptions are provided to clarify these criteria:**

An inability to learn which cannot be explained by intellectual, sensory, and health factors:

Thought Disorders:

1. Content of Thought (Delusional Thinking)
2. Form of Thought
3. Marked loosening of association (idea shift from one subject to another unrelated subject with no awareness that topics had changed)
  - a. Incoherence
4. Hallucinations, Bizarre Delusions

### **An inability to build or maintain satisfactory interpersonal relationships with peers and teachers:**

1. The student demonstrates intensive withdrawal or avoidance of large numbers of persons or circumstances
2. Regressive behavior
  - a. Regress into behavior that they have previously abandoned
    - i. Examples may include thumb sucking, crying readily, baby talk, temper tantrums, wet or soiled pants
3. A marked avoidance in communicating with teachers and peers
4. Does not play, socialize, or engage in recreation with others

### **Inappropriate types of behavior or feelings under normal circumstances:**

1. Lack of appropriate fear reactions
2. Flat, blunt, distorted, or excessive affect
3. Bizarre behaviors
4. Self-mutilation
5. Unexplained rage reactions and/or uncontrollable explosive or acting out disorders, such

- as physical violence or verbal abuse which occurs in different settings
- 6. Delusions and/or hallucinations
- 7. Laughs or cries inappropriately in common social or academic situations in a non-manipulative fashion
- 8. Emotions vacillate unpredictably from one extreme to another, shows no ability to control oneself
- 9. Lack of contact with reality
- 10. Obsessive thoughts and/or compulsive behavior

**General pervasive mood of unhappiness or depression:**

- 1. Lack of interest or pleasure in almost all activities
- 2. Poor appetite or significant weight loss or increased appetite or significant weight gain
- 3. Insomnia
- 4. Loss of energy
- 5. Recurrent thoughts of death, suicidal ideation, wishes to be dead, suicide attempt
- 6. Excessive guilt causing severe depression
- 7. Socially withdrawn, isolating oneself
- 8. Feeling of worthlessness

**A tendency to develop physical symptoms or fears associated with personal or school problems:**

Phobias, such as:

- 1. Persistent and irrational fear of a specific object, activity, or situation that results in compulsive avoidance behavior.
- 2. Intense, disabling anxiety, often reaching panic proportions when the object, situation, or activity is approached
- 3. Separation Anxiety Disorder may be intense and pervasive enough to qualify
- 4. Somatoform Disorders (Physical symptoms suggesting physical disorders for which there are no demonstrable organic findings or known physiological mechanisms). Examples can be found in DSM 5.

In addition to having an emotional condition which is manifested as one of these five characteristics, there are also three limiting criteria. These limiting criteria must be a direct result of the identified emotional condition. These are:

- 1. Over a Period of Time – This requirement rules out temporary adjustment reactions and provides the LEA staff with the opportunity to utilize behavioral interventions. Generally, these characteristics should be exhibited over a period of at least six months.
- 2. To a Marked Degree – This addresses both the pervasiveness (demonstrated in a variety of settings - home, school, and community) and the intensity of the negative behaviors. The demonstrated behaviors must produce significant distress, either to the individual or to his environment, and must be primarily related to his ED condition.
- 3. Adversely Affects Educational Performance. - Most importantly, the negative behaviors of the child must be demonstrated to occur in the school setting and to result in an impairment of the child's ability to benefit from that setting. If the child is able to demonstrate progress in the regular educational program or in a "less restrictive" setting,

then classification of that child as ED is neither necessary nor appropriate.

There are several ways in which an adverse effect upon educational performance can be determined. Adverse educational performance can be defined as achievement that is significantly lower than one would reasonably expect for that child's level of cognitive functioning. Impact upon learning can also be demonstrated by the child's quality and degree of task completion, on-task behavior, group participation and peer-teacher interaction.

#### *Eligibility Criteria*

As outlined above and in the Eligibility Worksheet.

### **ESTABLISHED MEDICAL DISABILITY (EMD)**

*California Education Code Chapter 4.45 Section 56441.11*

*A preschool child, between the ages of three and five years, qualifies as a child who needs early childhood special education services if the child meets the following criteria:*

- 1. Is identified as having one of the following disabling conditions, as defined in Section 300.8 of Title 34 of the Code of Federal Regulations, or an established medical disability, as defined in subdivision (d):*
  - a. For the purposes of this section, "established medical disability" is defined as a disabling medical condition or congenital syndrome that the individualized education program team determines has a high predictability of requiring special education and services.*

For your information, a list of medical conditions or congenital syndromes that may be appropriate is provided.

#### **CHROMOSOMAL ABNORMALITIES**

Down Syndrome  
Turner Syndrome  
Klinefelter's syndrome  
D syndrome  
E syndrome  
Cri du chat syndrome  
Williams syndrome

#### **NEUROLOGICAL DISORDERS**

Spinal bifida  
Cerebral palsy  
Epilepsy  
Encephalitis  
Hydrocephalus

#### **ENVIRONMENTALLY CAUSED MALFORMATIONS**

Thalidomide  
Congenital rubella syndrome  
Syphilis  
Cytomegalovirus  
Toxoplasma gondii  
Erythroblastosis fetalis  
X-ray irradiation

#### **METABOLIC DISORDERS**

Hypoglycemia  
Hyperglycemia  
Galactosemia  
Phenylketonuria  
Homocystinuria  
Hartnup disease  
Tay Sachs disease  
Niemann-Pick disease

Fetal alcohol syndrome

Sulfatide lipidosis  
Hurler syndrome  
Sanfilippo syndrome  
Cretinism

### **SKELETAL AND MUSCULAR SYSTEM MALFORMATIONS**

Acrania  
Cleft lip/Cleft palate  
Muscular dystrophy  
Osteogenesis imperfecta

### **POSTNATAL HANDICAPPING CONDITIONS**

Anoxic Deprivation  
Meningitis  
Retrolental fibroplasia  
Cerebral palsy  
Child with limb deficiency  
Physical trauma

#### *Eligibility Criteria*

As outlined above and in the Eligibility Worksheet.

### **HEARING IMPAIRMENT (HI)**

*California Code of Regulations, Title 5, Article 3.1 Section 3030 (b)(5)*

*A pupil has a hearing impairment, whether permanent or fluctuating, which impairs the processing of linguistic information through hearing, even with amplification, and which adversely affects educational performance. Processing linguistic information includes speech and language reception and speech and language discrimination.*

#### *Eligibility Criteria*

As outlined above and in the Eligibility Worksheet.

### **INTELLECTUAL DISABILITY (ID)**

*California Code of Regulations, Title 5, Article 3.1 Section 3030 (b)(6)*

*A pupil has significantly subaverage general intellectual functioning existing concurrently with deficits in adaptive behavior and manifested during the developmental period, which adversely affects a pupil's educational performance.*

#### *Eligibility Criteria*

As outlined above and in the Eligibility Worksheet.

### **MULTIPLE-DISABILITIES (MD)**

*California Code of Regulations, Title 5, Article 3.1 Section 3030 (b)(7)*

*Concomitant impairments (such as intellectual disability-blindness, intellectual disability-orthopedic impairment, etc.), the combination of which causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments. The term does not include deaf blindness.*

#### *Eligibility Criteria*

As outlined above and in the Eligibility Worksheet.



## **ORTHOPEDIC IMPAIRMENT (OI)**

*California Code of Regulations, Title 5, Article 3.1 Section 3030 (b)(8)*

*A pupil has a severe orthopedic impairment which adversely affects the pupil's educational performance. Such orthopedic impairments include impairments caused by congenital anomaly, impairments caused by disease (poliomyelitis, bone tuberculosis), and impairments from other causes (e.g. cerebral palsy, amputations, and fractures or burns that cause contractures).*

### *Eligibility Criteria*

As outlined above and in the Eligibility Worksheet.

## **OTHER HEALTH IMPAIRMENT (OHI)**

*California Code of Regulations, Title 5, Article 3.1 Section 3030 (b)(9)*

*A pupil has limited strength, vitality, or alertness including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment that: is due to chronic or acute health problems such as asthma, attention deficit disorder, attention deficit hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and Tourette Syndrome that adversely affects a pupil's educational performance.*

*In accordance with Section 56026(e) of the Education Code, such physical disabilities shall not be temporary in nature.*

Regarding pupils with Attention Deficit and Hyperactivity Disorders:

*Education Code Article 2.6 Section 56339*

*A pupil whose educational performance is adversely affected by a suspected or diagnosed attention deficit disorder or attention deficit hyperactivity disorder and demonstrates a need for special education and related services by meeting eligibility criteria specified in subdivision (f) or (i) of Section 3030 of Title 5 of the California Code of Regulations or Section 56337 and subdivision (j) of Section 3030 of Title 5 of the California Code of Regulations for the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 and following) categories of "other health impairments," "serious emotional disturbance," or "specific learning disabilities," is entitled to special education and related services*

*If a pupil with an attention deficit disorder or attention deficit hyperactivity disorder is not found to be eligible for special education and related services pursuant to subdivision (a), the pupil's instructional program shall be provided in the general education program.*

*It is the intent of the Legislature that local educational agencies promote coordination between special education and regular education programs to ensure that all pupils, including those with attention deficit disorders or attention deficit hyperactivity disorders, receive appropriate instructional interventions.*

*It is further the intent of the Legislature that regular education teachers and other personnel be*

*trained to develop an awareness about attention deficit disorders and attention deficit hyperactivity disorders and the manifestations of those disorders, and the adaptations that can be implemented in regular education programs to address the instructional needs of pupils having these disorders.*

#### *Eligibility Criteria*

As outlined above and in the Eligibility Worksheet.

### **SPECIFIC LEARNING DISABILITY (SLD)**

*California Code of Regulations, Title 5, Article 3.1 Section 3030 (b)(10)*

*A disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken, or written, that may have manifested itself in the imperfect ability to listen, think, speak, read, write, spell, or do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. The basic psychological processes include attention, visual processing, auditory processing, sensory-motor skills, cognitive abilities including association, conceptualization and expression.*

*(A) Specific learning disabilities do not include learning problems that are primarily the result of visual, hearing, or motor disabilities, of intellectual disability, of emotional disturbance, or of environmental, cultural, or economic disadvantage.*

*(B) In determining whether a pupil has a specific learning disability, the public agency may consider whether a pupil has a severe discrepancy between intellectual ability and achievement in oral expression, listening comprehension, written expression, basic reading skill, reading comprehension, mathematical calculation, or mathematical reasoning. The decision as to whether a severe discrepancy exists shall take into account all relevant material which is available on the pupil. No single score or product of scores, test or procedure shall be used as the sole criterion for the decisions of the IEP team as to the pupil's eligibility for special education. In determining the existence of a severe discrepancy, the IEP team shall use the following procedures:*

- 1. When standardized tests are considered to be valid for a specific pupil, a severe discrepancy is demonstrated by: first, converting into common standard scores, using a mean of 100 and standard deviation of 15, the achievement test score and the intellectual ability test score to be compared; second, computing the difference between these common standard scores; and third, comparing this computed difference to the standard criterion which is the product of 1.5 multiplied by the standard deviation of the distribution of computed differences of students taking these achievement and ability tests. A computed difference which equals or exceeds this standard criterion, adjusted by one standard error of measurement, the adjustment not to exceed 4 common standard score points, indicates a severe discrepancy when such discrepancy is corroborated by other assessment data which may include other tests, scales, instruments, observations and work samples, as appropriate.*
- 2. When standardized tests are invalid for a specific pupil, the discrepancy shall be measured by alternative means as specified on the assessment plan.*

3. *If the standardized tests do not reveal a severe discrepancy as defined in subdivisions 1. or 2. above, the IEP team may find that a severe discrepancy does exist, provided that the team documents in a written report that the severe discrepancy between ability and achievement exists because of a disorder in one or more of the basic psychological processes. The report shall include a statement of the area, the degree, and the basis and method used in determining the discrepancy. The report shall contain information considered by the team which shall include, but not be limited to:*
  - a. *Data obtained from standardized assessment instruments*
  - b. *Information provided by the parent*
  - c. *Information provided by the pupil's present teacher*
  - d. *Evidence of the pupil's performance in the regular and/or special education classroom obtained from observations, work samples, and group test scores*
  - e. *Consideration of the pupil's age, particularly for young children and*
  - f. *Any additional relevant information*
4. *A severe discrepancy shall not be primarily the result of limited school experience or poor school attendance.*

*(C) Whether or not a pupil exhibits a severe discrepancy as described in subdivision (b)(10)(B) above, a pupil may be determined to have a specific learning disability if:*

1. *The pupil does not achieve adequately for the pupil's age or to meet State-approved grade-level standards in one or more of the following areas, when provided with learning experiences and instruction appropriate for the pupil's age or State-approved grade-level standards:*
  - a. *Oral expression*
  - b. *Listening comprehension*
  - c. *Written expression*
  - d. *Basic reading skills*
  - e. *Reading fluency skills*
  - f. *Reading comprehension*
  - g. *Mathematics calculation*
  - h. *Mathematics problem solving*
2. *The pupil does not make sufficient progress to meet age or State-approved grade-level standards in one or more of the areas identified in subdivision (b)(10)(C)(1) of this section when using a process based on the pupil's response to scientific, research-based intervention*

**OR**

1. *The pupil exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade-level standards, or intellectual development, that is determined by the group to be relevant to the identification of a specific learning disability, using appropriate assessments, consistent with 34 C.F.R. sections 300.304 and 300.305*

**AND**

*The findings under subdivisions (b)(10)(C)(1) and (2) of this section are not primarily the result of:*

1. *A visual, hearing, or motor disability*
2. *Intellectual disability*
3. *Emotional disturbance*
4. *Cultural factors*
5. *Environmental or economic disadvantage*
6. *Limited English proficiency.*

*To ensure that underachievement in a pupil suspected of having a specific learning disability is not due to lack of appropriate instruction in reading or math, the group making the decision must consider:*

1. *Data that demonstrate that prior to, or as a part of, the referral process, the pupil was provided appropriate instruction in general education settings, delivered by qualified personnel; and*
2. *Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the pupil's parents.*

*In determining whether a pupil has a specific learning disability, the public agency must ensure that the pupil is observed in the pupil's learning environment in accordance with 34 C.F.R. section 300.310. In the case of a child of less than school age or out of school, a qualified professional must observe the child in an environment appropriate for a child of that age. The eligibility determination must be documented in accordance with 34 C.F.R. section 300.311.*

#### *Eligibility Criteria*

*As outlined above and in the Eligibility Worksheet.*

### **Speech and Language Impairment (SLI)**

*California Code of Regulations, Title 5, Article 3.1 Section 3030 (b)(11)*

*A pupil has a language or speech disorder as defined in Section 56333 of the Education Code, and it is determined that the pupil's disorder meets one or more of the following criteria:*

1. *Articulation Disorder*
  - a. *The pupil displays reduced intelligibility or an inability to use the speech mechanism which significantly interferes with communication and attracts adverse attention. Significant interference in communication occurs when the pupil's production of single or multiple speech sounds on a developmental scale of articulation competency is below that expected for his or her chronological age or developmental level, and which adversely affects educational performance.*
  - b. *A pupil does not meet the criteria for an articulation disorder if the sole assessed disability is an abnormal swallowing pattern.*
2. *Abnormal Voice*
  - a. *A pupil has an abnormal voice which is characterized by persistent, defective voice quality, pitch, or loudness.*
3. *Fluency Disorders*
  - a. *A pupil has a fluency disorder when the flow of verbal expression including rate and rhythm adversely affects communication between the pupil and listener.*

#### 4. Language Disorder

- a. *The pupil has an expressive or receptive language disorder when he or she meets one of the following criteria:*
  - i. *The pupil scores at least 1.5 standard deviations below the mean, or below the 7<sup>th</sup> percentile, for his or her chronological age or developmental level on two or more standardized tests in one or more of the following areas of language development: morphology, syntax, semantics, or pragmatics. When standardized tests are considered to be invalid for the specific pupil, the expected language performance level shall be determined by alternative means as specified on the assessment plan, or*
  - ii. *The pupil scores at least 1.5 standard deviations below the mean or the score is below the 7<sup>th</sup> percentile for his or her chronological age or developmental level on one or more standardized tests in one of the areas listed above and displays inappropriate or inadequate usage of expressive or receptive language as measured by a representative spontaneous or elicited sample of a minimum of fifty utterances. The language sample must be recorded or transcribed and analyzed, and the results included in the assessment report. If the pupil is unable to produce this sample, the language, speech, and hearing specialist shall document why a fifty utterance sample was not obtainable and the contexts in which attempts were made to elicit the sample. When standardized tests are considered to be invalid for the specific pupil, the expected language performance level shall be determined by alternative means as specified in the assessment plan.*

#### *Eligibility Criteria*

As outlined above and in the Eligibility Worksheet.

### **TRAUMATIC BRAIN INJURY (TBI)**

*California Code of Regulations, Title 5, Article 3.1 Section 3030 (b)(12)*

*An acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects a child's educational performance. The term applies to open or closed head injuries resulting in impairments in one or more areas, such as cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory, perceptual, and motor abilities; psychosocial behavior; physical functions; information processing; and speech. The term does not apply to brain injuries that are congenital or degenerative, or to brain injuries induced by birth trauma.*

#### *Eligibility Criteria*

As outlined above and in the Eligibility Worksheet.

### **VISUAL IMPAIRMENT (VI)**

*California Code of Regulations, Title 5, Article 3.1 Section 3030 (b)(13)*

*An impairment in vision that, even with correction, adversely affects a child's educational performance. The term includes both partial sight and blindness.*

### *Eligibility Criteria*

As outlined above and in the Eligibility Worksheet.

### **Considerations for English Learners**

It is critical to differentiate between a student who is not achieving in the classroom because English is not his/her primary language and a student who is not achieving due to a handicapping condition.

*Note: For a student to be eligible under Specific Learning Disability or Speech and Language Impaired, a student must be identified as having a language disorder or learning disability in their primary language because of assessment in his/her primary language.*

### **Exiting Criteria**

A student shall no longer be eligible for a particular special education program/service when the IEP team determines that:

1. The individual is no longer an individual with exceptional needs as evidenced by no longer meeting eligibility criteria based on the data gathered and considered by the assessment team.
2. The student's needs are better served by alternative categorical or general education program(s) and/or services(s).

The decision to exit a student is based on the least restrictive environment where the student can receive a meaningful benefit from the educational program as well as the child no longer exhibiting needs that require special education services and support.

If the team determines that a child is ready to exit from Special Education the process should include the following components and considerations:

1. The determination of the Individualized Education Program team to recommend exiting from special education should be supported by assessment results in the form of a written report.
2. A staffing may be arranged by the school site team with a Special Education Director/Designee if needed in order to review assessment results and discuss placement options and any special considerations.
3. General Education team will be notified and invited to participate in the staffing and IEP meeting.
4. The Individualized Education Program team will have a conversation about the structures and accommodations that will be in place to support the student's transition into a general education setting.
5. All stakeholders will be involved in discussing the transition support and communicating regarding the change in placement occurring with the student.
6. Parents and the receiving general education teacher will be notified of whom to contact with any questions or concerns that arise after the child is exited from Special Education services.

### **Legal Reference**

*Education Code 56026 and 56320: Article 3.1, Section 3030.*

*A child shall qualify as an individual with exceptional needs, pursuant to Education Code section*

*56026, if the results of the assessment as required by Education Code section 56320 demonstrate that the degree of the child's impairment as described in subdivisions (b)(1) through (b)(13) requires special education in one or more of the program options authorized by Education Code section 56361. The decision as to whether the assessment results demonstrate that the degree of the child's impairment requires special education shall be made by the IEP team, including personnel in accordance with Education Code section 56341(b). The IEP team shall consider all the relevant material which is available on the child. No single score or product of scores shall be used as the sole criterion for the decision of the IEP team as to the child's eligibility for special education.*

# Section 5: Individualized Education Program (IEP)

## Introduction

The Individualized Education Program (IEP) is a written plan determined in a meeting of the IEP team, including the parent, and developed for each child with a disability.

The IEP will show a direct relationship between any assessment, present levels of performance, identified areas of need, the student's goals, and the educational services to be provided.

*Education Code 56342* "An individualized education program team shall meet whenever any of the following occurs:

- a. A pupil has received a formal assessment
- b. The pupil demonstrates a lack of anticipated progress
- c. The parent or teacher requests a meeting to develop, review, or revise the individualized education program
- d. At least annually, to review the pupil's progress, the individualized education program, and the appropriateness of placement, and to make any necessary revisions. The individualized education program team conducting the annual review shall consist of those persons specified in subdivision (b) of Section 56341 (see below). Other individuals may participate in the annual review if they possess expertise or knowledge essential for the review."
- e. When a student is transitioning from Preschool to T/K or Kindergarten.

## The Law and the Individualized Education Program

**56340.** Each district shall initiate and conduct meetings for the purposes of developing, reviewing, and revising the Individualized Education Program of each individual with exceptional needs.

## The Role of the IEP Team

IEP Team is responsible for developing, reviewing, and revising IEP's for students receiving help in the Special Education Department by the Instructional Aides and/or the Education Specialist/Special Education Director/Designee at Barona Charter School.

## IEP Team Members

### Required Members

1. One or both of the pupil's parents/legal guardians, or surrogate.
  - If parents are divorced or separated, and both parents retain educational rights, BOTH parents must be notified of the meeting. Only one needs to attend.
2. A general education teacher if the student is, **or may be**, participating in general education.
  - It is required that a general education teacher be part of an IEP team when developing, reviewing, and revising the student's IEP to the extent appropriate.



- If the student has more than one general education teacher responsible for carrying out a portion of the IEP, Barona Charter School may designate which teacher or teachers will serve as team members considering the best interest of the student.
3. At least one special education teacher, or where appropriate, at least one special education provider. The special education teacher or service provider should be the person who is or will be responsible for implementing the IEP.
  4. LEA/Barona Charter School Representative who is:
    - qualified to provide or supervise the provision of special education services
    - Is knowledgeable about the general education curriculum
    - Is knowledgeable about the availability of resources
    - Has the authority to commit Barona Charter School resources and ensure that the IEP services will actually be provided.
  5. An individual who can interpret the instructional implications of evaluation results. This person may be one of the above members.

**Additional Team Members:**

6. Other individuals who have knowledge or special expertise regarding the student, including related services personnel.
7. The student with exceptional needs, if appropriate
  - If transition is being discussed, the student must be invited to participate at the IEP team meeting.
8. Agencies providing transition services.
9. If the public agency is considering a private school placement, it shall ensure that a representative of the private school attends the meeting or participates through other means.
10. Part C Early Intervention Service Coordinator (if parent requests)

**When does the IEP team meet?**

- A student has received a formal assessment. (*Initial or triennial*)
- A student's placement or instruction is to be initiated, changed, or terminated. (*Initial, amendment, transition*)
- A demonstrated lack of progress exists in a special education program (*amendment*)
- Within 30 days of a written request from a parent to review the IEP.
- A teacher requests an IEP review.
- At least annually for review of the IEP (*annual*)
- For a re-evaluation every three years and reestablishment of eligibility for special education. (*triennial*)
- Within 30 days after the school year begins for referrals made within 20 days prior to the end of the school year. (*Initial or triennial*)
- Within 30 days of a pupil's transfer into the SELPA from a previous special education

- placement. *(30-day interim placement review)*
- Within 60 days of receipt of written parental consent for assessment. *(Initial or triennial)*
- As part of disciplinary proceedings related to suspension/expulsion of students with disabilities. *(Manifestation determination)*

## Notice of Meeting

The law states under 34 CFR § 300.322 - Parent participation in the IEP Process.

Each public agency must take steps to ensure that one or both parents of a child with a disability are present at each IEP Team meeting or are afforded the opportunity to participate, including-

(1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend.

(2) Scheduling the meeting at a mutually agreed on time and place.

(3) The notice required under this section must:

- Indicate the purpose, time, and location of the meeting and who will be in attendance.
- Inform the parents of the provisions in § 300.321(a)(6) and (c) (relating to the participation of other individuals on the IEP Team who have knowledge or special expertise about the child), and § 300.321(f) (relating to the participation of the Part C service coordinator or other representatives of the Part C system at the initial IEP Team meeting for a child previously served under Part C of the Act). ***The Notice of Meeting in SEIS includes all the legal requirements, as long as it is completed correctly and in its entirety.***
- To meet the legal requirements of ensuring parent participation, ALL IEP meetings should be scheduled far enough in advance to afford parents at least 10 day's notice, in writing via the SEIS Notice of Meeting.

## Audio-Recorded IEP Meetings

*The state of California allows for IEP meetings to be audio recorded, but not to be videotaped.*

The parent or guardian has the right to electronically record the proceedings of IEP meetings on an audio recorder. The parent or guardian **must** notify the members of the IEP team of their intent to record a meeting at least 24 hours prior to the meeting.

When a parent informs the district of his/her intent to record an IEP meeting, it is the practice of Barona Charter School not to record. Parents should be directed to bring their own recording equipment and be responsible for starting and stopping the recording. At the conclusion of the IEP meeting, ensure that the audio recording has been stopped before engaging in non-IEP related conversations.

## The Function of an IEP Meeting

**Initial IEP Meeting** is held upon completion of the Initial Evaluation, the IEP team meets to determine whether the student is an individual with exceptional needs and to discuss the assessment results, determine eligibility, review the educational recommendations, and develop an IEP if the student qualifies for Special Education Services.

**Annual IEP Meeting** is held at least once an annual basis *(never longer than 12 months from the*

*last annual*), the IEP team reviews the student's progress and the appropriateness of placement, and makes any necessary revisions based on that review.

**Triennial IEP Meetings** are held at least every 3 years, when the IEP team must re-evaluate a student with an IEP to determine if the student continues to be eligible for special education services and to determine the student's educational needs. The Triennial Review should be combined with the Annual IEP whenever possible to align the dates.

**Amendment IEP Meeting** is when an additional IEP meeting may be necessary to address components of the student's IEP and make minor changes prior to the annual IEP or make corrections.

**Kindergarten Transition IEP Meetings** are held due to California Education Code section 56445 (a) requires that children eligible for and transitioning to a kindergarten age program be reassessed and a meeting held prior to entering an elementary setting.

**A parent may request an IEP Meeting** outside of the scheduled review date. This meeting must occur within 30 calendar days of the written parent request (not counting days between the pupil's regular school sessions, terms, or days of school vacation in excess of 5 school days). It is the responsibility of the Special Education Director/Designee to coordinate IEP meetings for students on his/her caseload and ensure that the Annual/Triennial timeline is met.

### **Best Practice**

- Start the scheduling process far in advance
- Schedule the IEP meeting at least 30 days prior to the due date to account for meetings that get cancelled
- If you do not receive the signed Meeting Notice back within a week of sending, call the parent to confirm that they received it and can meet. Ask the parent to sign the Meeting Notice and return it
- If you do not receive the signed Meeting Notice back within a week and you are unable to reach the parent, send another meeting notice home and reach out again in a week if you have not received it back
- If the parent verbally agreed to an IEP meeting date and time, the Special Education Director/Designee will follow up via written Notice of Meeting with the agreed upon date and time

### **Holding the IEP Meeting Without Parent Participation**

*Pursuant to IDEA at 34 CFR Sec. 330.345 (d), Conducting an IEP meeting without a parent in attendance*

A meeting may be conducted without a parent in attendance if the school district is unable to convince the parents that they should attend. In this case, the Barona Charter School must have a record of its attempts to arrange a mutually agreed on time and place, such as these:

- (1) detailed records of telephone calls made or attempted and the results of those calls
- (2) copies of correspondence sent to the parents and any responses received
- (3) detailed records of visits made to the parent's home or place of employment and the results of those visits.

Barona Charter School must make a “good faith effort” to include the parent in the IEP process. Because “good faith effort” is not measurable, it is the responsibility of Barona Charter School to prove. It is the responsibility of the Special Education Director/Designee to show “good faith effort” in convincing the parent that their participation in the IEP process is important. The best way to show “good faith effort” is to send multiple Notice of Meetings and document any efforts to work with parents to problem solve barriers in participation.

If no parent or guardian can attend the meeting, Barona Charter School shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. The Special Education Director/Designee should work with the site Principal for support with challenging situations.

If the Special Education Director/Designee has offered, via written Notice of Meeting, three unique dates and/or times for the IEP meeting and has **documented efforts to include the parent and is still unable to convince the parent to attend the IEP meeting**; the Special Education Director/Designee will:

1. Send home the Unable to Obtain Parent Attendance at an IEP Meeting After Multiple Attempts Letter (contact Special Education Director/Designee and School Administration)
2. Hold the IEP meeting with all IEP members
3. Send home a copy of the IEP with IEP team member signatures.
4. Call parents to schedule a time to review the IEP either in person or via phone.
5. Place a copy of the IEP, signed by IEP members in attendance, copies of the Meeting Notices and accompanying letter in the student’s Special Education file.
6. If a parent returns IEP signed, place a copy of the signature page in the student Special Education file and upload into SEIS.

**Note:** *If the team is UNABLE to obtain parent signature/consent for new IEP, the services on the last agreed upon IEP will be implemented with the new IEP goals. A student’s services and/or placement cannot be changed without parent’s consent. Contact the Special Education Director/Designee for next steps. If parent responded, via Notice of Meeting, that they did not intend to participate in the IEP meeting and request that the meeting proceed without them, the school may hold the meeting and proceed without the parent (follow steps #3-6 above). The Special Education Director/Designee should convey to the parent(s) the importance of their attendance and offer to reschedule the meeting at a time that is mutually convenient*

## **Amending an IEP**

Changes made to an IEP after the initial or annual review may be made through an amendment. In some circumstances the parent and school may agree not to convene an IEP meeting to make *minor* changes to the Annual IEP. In other circumstances, the parent and school may determine to convene an IEP Amendment Meeting to make more significant changes to the Annual IEP. Any addition or discontinuation of services is considered a significant change and should occur in an IEP meeting. When an Amendment to the IEP is made, the Special Education Director/Designee is responsible for the following:

## **Amendment not Requiring an IEP (Minor Change)**

Minor changes include correcting clerical errors such as dates, updating front page information,

etc.

1. Discuss the recommended changes to the IEP with the Parent and obtain verbal consent for the changes.
2. Document the changes in an IEP Amendment form in SEIS.
3. Update any IEP pages necessary to reflect changes (i.e. change to a goal must be updated on the goal page.)
4. Case Manager or Related Service Provider signs the Amendment page
5. Send 2 copies of the Amendment and IEP pages to the parent. Parent should keep one Amendment for their records and return signed copy to the Special Education Director/Designee /Related Service Provider.
6. Attach signed amendment and updated IEP pages to the CURRENT IEP in the student Special Education file.
7. If the Amendment is initiated by a Related Service provider, the Related Service Provider is responsible for the above, but the Special Education Director/Designee should be notified of Amendment.

***NOTE: This process is never used to replace the Annual/Triennial Review meetings.***

### **Amendment Requiring an IEP Meeting (Significant Changes)**

Significant changes include changes to goals, services, present level information

1. Schedule an IEP meeting and notify parents via written Notice of Meeting.
2. At the IEP meeting documents the changes in an IEP Amendment form in SEIS and update any IEP pages necessary to reflect changes (IE: change to goal must be updated on the goal page.)
3. IEP Team members sign the IEP Amendment.
4. Attach signed Amendment and updated IEP pages to the CURRENT IEP in the student Special Education file.
5. Provide parents with a copy of the signed Amendment.
6. If the Amendment is initiated by a Related Service provider, the Related Service Provider is responsible for the above, but the Special Education Director/Designee should be notified of the Amendment.

### **The Purpose of the General Education Teacher at the IEP Meeting**

The IEP team for each child with a disability must include at least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment) (see §300.344(a)(2)).

Since all students with disabilities in Barona Charter School are participating in the general education environment, all IEP meetings must include a general education teacher on the team. The General Education teacher is essential to the discussion about the child's involvement and progress in the general curriculum and participation in the regular education environment. Regulations state that the general education teacher must, to the extent appropriate, participate in the development, review, and revision of the child's IEP, including:

1. the determination of appropriate positive behavioral interventions and strategies for the child, and
2. the determination of supplementary aids and services, program modifications, and supports for school personnel that will be provided for the child consistent with the IEP

content requirements in §300.347(a)(3). (See §300.346(e))

## **Excusal of IEP Team Members**

IDEA 2004 permits the excusal of certain IEP team members on occasion:

- If the member's area of curriculum or related service is not being modified or discussed
- If the member's area is being modified or discussed and the member submits written input to the parent and district members of the team beforehand
- If an IEP team member is to be excused, parent must consent to the excusal in writing prior to the meeting.
- If parent does not consent, the meeting must be rescheduled to be held with the IEP team member.
- If a parent approves to the excusal of an IEP team member, the Special Education Director/Designee is responsible for completing excusal form in SEIS and sending it home for signature.
- A copy of the form must be attached to the IEP and placed within the student's Special Education file.

## **After the Meeting**

Parents should leave each IEP meeting with a signed copy of the agreed upon IEP. The IEP should be affirmed in SEIS within 2 days. The original, affirmed signed IEP, shall be placed in the student's special education file. It is the responsibility of the Special Education Director/Designee to ensure that all General Education teachers, Related Services Providers, and appropriate school staff have access to the IEP; are knowledgeable of the content of the IEP and are informed of their specific responsibilities related to implementing the IEP including but not limited to; the specific accommodations, modifications and supports that shall be provided for the student.

After parental consent has been obtained, IEP implementation should occur "as soon as possible" (Ed. Code 65043i). If the Parent Refuses to Consent to the Annual/Triennial IEP. The school must seek to obtain informed consent from the parent before providing special education and related services to the student. Without consent to implement the proposed IEP, the previously signed IEP will continue to be implemented, unless the parent and the school agree otherwise. Having a current, approved IEP is of the utmost importance and action should be taken immediately if the parent does not consent. If the parent does not sign the IEP at the end of the meeting, document in the meeting notes, and contact your Special Education Director/Designee immediately. If the parent requests time to review the IEP before signing, follow up with the parent in a timely manner.

## **IEP Facilitation**

- Introduction of team members
- State purpose of Meeting
- Provide parent a copy and explanation of Procedural Safeguards
- Review meeting agenda
- Review assessment results (if initial or triennial)
- Determine if student meets/continues to meet special education eligibility (initial or triennial)
- Review progress towards previous goals

- Develop new IEP (if continuing to qualify)

## Components of the Individualized Education Program (IEP)

### Front Page

- Indicate purpose of meeting
- Include student demographic information; check with parent/guardian to ensure current address, phone number, e-mail, etc.
- Check dates to ensure accuracy (current IEP, next annual, last evaluation, next evaluation). Use the **calculate last** and **calculate next** buttons to ensure correct dates are recorded.
- Ensure school of residence and school of attendance is accurate.
- Indicate disability; Primary and Secondary, if applicable. (*initial or triennial*)
- Explanation of how a student's disability affects involvement in the general curriculum. (*initial or triennial*)

### Present Levels of Academic Achievement and Functional Performance

- Indicate student strengths, preferences, and interests. Include information gathered from parent.
- Capture concerns of parents/guardians in relation to student's educational progress.
- Provide current achievement and functional performance levels across areas focusing on what the student **CAN** do. Areas to be addressed:
  - Academic/Pre-academic/Functional Skills
    - reading, writing, math, pre-academic/school readiness
  - Communication Development
    - If student receives speech services, collaborate with SLP to complete this section
  - Gross/Fine Motor
    - If student receives APE, OT, PT collaborate with service provider to complete this section
  - Social/Emotional/Behavioral
  - Health (include most recent vision and hearing screening from school nurse)
    - Ask for parent input in updating health section
    - Include medications/doses taken
  - Pre-vocational/Vocational
  - Adaptive/Daily Living Skills
- indicate areas of need to be addressed in the goals

### Special Factors

- Indicate student need for assistive technology
  - Access to computer, word processor
  - Need for communication devices (AAC)
- Describe low incidence services, equipment, materials
  - Low incidence disabilities include OI, DHH, VI
- Describe educational considerations for students who are visually impaired or hard of hearing
- Describe language needs for students who are English Language Learners
- Indicate whether a student's behavior impedes the learning of self or others

- If YES, describe behavior in observable terms (what does behavior look like)
- Specify positive behavior supports, strategies and interventions to be used
- If YES is marked, IEP must include behavior goal(s)
- Indicate whether student has a Behavior Intervention Plan

### Participation in Statewide Assessments

- California Assessment of Student Performance and Progress (CAASPP)
  - Math and ELA Grades 3-8 and 11; Science Grades 5, 8 and once in high school
  - Indicate necessary accommodations for each area
- California Alternate Assessment (CAA)
  - Students with most significant disabilities working in a curriculum based on alternate standards
- English Language Proficiency Assessment (ELPAC)
  - indicate testing supports needed
- Physical Fitness Assessment
  - Grades 5, 7 and 9
  - indicate accommodations needed
- Indicate accommodations/modifications for other state and district assessments
- Same or similar accommodations to those of state assessment should be provided for curriculum and school assessment

### Goals/ Benchmarks/ Objectives

- There must be a direct correlation between the annual goal(s) and the present level of educational performance.
- Goals should be written for each agreed upon area of need.
  - See areas outlined in present levels section
- Indicate area of need goal will address
- Include baseline statement
  - Baselines should be specific about current level of functioning in each goal area
  - Baseline should be directly related to the proposed goal
    - Example baseline based on sample goal below:
      - “Tom reads first grade level text at 75 WPM with an average of 9 errors”
- Goals must be measurable and include the following components: **timeframe**, **conditions**, **behavior**, **criterion**, **mastery**, **measurement**
  - Example: *By August 18, 2020, when presented with 2<sup>nd</sup> grade level text, Tom will read 96 WPM with 5 or fewer errors in 8 out of 10 opportunities as measured by teacher kept records.*
- Goals should be specific about expected progress in one year and how the student will get there (e.g. prompts)
- Goals answer the questions:
  - Who? will achieve
  - What? skill or behavior will be targeted
  - How? in what manner or at what level
  - Where? in what setting or under what conditions
  - When? beginning when, in what increments, ending when
- Determine who will be responsible for implementing and recording progress towards goal (may be more than one person)
- Benchmarks/short-term objectives are required **only** for children with disabilities who



take alternate assessments aligned to alternate achievement standards and preschool students (2004 Amendments to IDEA)

- Benchmarks/Objectives should identify reasonable steps between the baseline and the goal
- If only modifications or accommodations are needed, no IEP goal for that area is required.
- Progress reporting
  - Progress towards goals should be reported each reporting period (aligned to school report cards)
  - At the annual meeting, review goal progress for met or not met in each area.

### **Offer of FAPE/Services**

- Describe service options considered (continuum of services)
  - General Education with accommodations or modifications, General Education with Special Education related services, special day class, specialized regional program, non-public school
  - Include a statement of service options considered:
    - “The IEP team considered the continuum of service options, including, but not limited to general education, designated instructional supports, specialized academic instruction, special day class and non-public school. Considering \_\_\_\_\_ needs, the IEP teams specific service recommendations are outlined below:”
- Consider potential harmful effects when choosing LRE. Examples include
  - missing classroom instruction when pulled out for services
  - decreased access to typical peers when in a self-contained classroom

### **Accommodations / Modifications**

- Modification—a change in what is being taught to or expected from the student.
  - Example: Making an assignment easier so the student is not doing the same level of work as other students.
- Accommodation— a change that helps a student overcome or work around a disability, provides a greater level of access to the learning environment
  - Example: Allowing a student who has trouble writing to give his answers orally; providing extended time to complete assignments
- Common modifications or accommodations
  - Scheduling (extra time, breaking up assignments)
  - Setting (small group, one-on-one)
  - Materials (audio books, copies of notes, large print)
  - Instruction (reducing difficulty, reducing reading level)
  - Student response (answer orally, use word processor)
- Supplementary Aids and Services-- those services and other supports that are provided in general education classes or other educationally related settings to enable students with disabilities to be educated with nondisabled students to the maximum extent appropriate.
  - Examples of Supplementary Aids and Services include:
    - Supports to address environmental needs
    - Levels of staff support needed
    - Planning time

- Specialized equipment needs
- Pacing and presentation of instruction
- Materials
- Personnel training

### **Special Education and Related Services**

- Indicate Special Education services including:
  - How often (number of times per day or week)
  - How long (number of minutes)
  - Where (e.g. general education classroom, speech room, etc.)
  - When (starting and ending dates)
- Related Services--Sometimes support services that are developmental, or corrective are required in order for a student with a disability to benefit from his or her education. These can be, but are not limited to:
  - Audiology services
  - Counseling services
  - Occupational therapy
  - Orientation and mobility services
  - Parent counseling and training
  - Physical therapy
  - Psychological services
  - Recreation
  - Rehabilitation counseling services
  - School health services
  - Sign language interpreters
  - Social work services in schools
  - Speech and language pathology services
  - Transportation

### **Extended School Year (ESY)**

- ESY will be provided based on the student's individual needs as reviewed through the ESY checklist (SEIS) to determine regression/recoupment

### **Educational Setting**

- Indicate district of service and school of attendance
- Indicate school type, federal setting, and preschool setting (if applicable)
- Indicate participation in physical education
- If services are NOT provided at school of residence, indicate rationale for school of attendance
  - *Examples: "school of residence does not have necessary program available"*
- Calculate percent of time student is both outside and inside the general education environment (see SPED calculator)
- Participation statement
  - *"Student will not participate in the general education environment for (reading, writing and math) because (student requires small group and individual instruction with modified curriculum and supports in order to progress in the general*

*education environment and to meet IEP goals)."*

- Indicate promotion criteria
- Indicate how and when parents will be informed of progress
- Indicate outside service agencies student is affiliated with
- Indicate whether student is eligible for Mental Health Services
  - Mental health language and services must be included on the IEP
- Indicate whether student will need transportation
- For students in 8<sup>th</sup> grade and higher, indicate anticipated graduation course
  - Diploma
  - Certificate of completion

### **Signature and Parent Consent**

- All participating members of the IEP team will sign and date for attendance at the meeting
- Parents will initial relevant areas of consent
  - Provide explanation of each area if necessary
- Final parent signature and date allow IEP to be implemented
- Ask Medi-Cal question (state mandate) and have parent sign if in agreement
- "If my child is or may become eligible for public benefits (Medi-Cal), I authorize the district to access Medi-Cal health insurance benefits for applicable services."

### **Meeting Notes**

- capture relevant team discussions, parent concerns, additional parent input
- document parent and team consent as each area of the IEP document is discussed

### **Key points for effective IEP Team Meetings**

- Determination of Special Education eligibility and placement must include parent participation and consent.
- The IEP decisions must be made only with the active participation of all team members, including the parents, during the meeting.
- In no case should decisions concerning eligibility or placement be made prior to the IEP Team Meeting.
- Team members should be aware that individuals with disabilities are required to meet eligibility in only one eligibility category.
- There must be a direct correlation between the IEP goals and services provided.
- A student's eligibility for Special Education does not dictate placement.
- The IEP drives the program; the program does not drive the IEP.

# Section 6: Special Education Programs and Services

## Introduction

It is the policy of the local educational agencies (LEAs) in the East County Special Education Local Plan Area (SELPA) that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

## Continuum of Placement & Programming Options

Barona Charter School ensures that a continuum of program options is available to meet the unique needs of individuals with exceptional needs for special education and related services, as required by the Individuals with Disabilities Education Act (IDEA). Special Education is a service, not a place. All students that are eligible for Special Education services shall be fully educated with their non-disabled peers appropriate in order to ensure that they are receiving a Free Appropriate Public Education (FAPE) in the Least Restrictive Environment (LRE).

A Free Appropriate Public Education (FAPE) consists of the special education and related services that are provided to the student at public expense, under public supervision and direction and without charge to the parents.

Services must meet the standards established by state and federal law and be provided in accordance with each individual student's IEP to provide educational benefit.

The continuum of program options shall include, but not necessarily be limited to, all of the following or any combination of the following:

- General Education Programs
- Related Services
- Specialized Academic Instruction (SAI) up to 49% of the day
- Specialized Academic Instruction (SAI) 51% or more of the day
- Nonpublic, Nonsectarian Schools
- Residential Program
- Instruction in the Home or Hospital

The appropriate level of service for a student is determined by the IEP team based upon the student's identified areas of need and goals, not on the student's disability category. Level of service is based on evaluation/assessment results and data gathered for Present Levels of Performance that lead to identified needs requiring goal development. Related services are provided as required for the student to benefit from his/her educational program.

***Students with highly specialized service needs may require placement in one of the neighboring District's Specialized Programs. An IEP team will include the Special Education***

***Director/Designee prior to offering a specialized placement.***

### **Least Restrictive Environment**

The philosophy of least restrictive environment applies to all students in special education. Maximum interaction between disabled and nondisabled students occurs at Barona Charter School when appropriate and in accordance with the student's Individualized Education Plan.

### **Special Education Program (Students with Mild/Moderate Disabilities)**

The Barona Charter School Special Education Program is an integrated model providing direct and indirect services to students. Students may be referred by teachers, parents, and/or through the Student Study Team/Response to Intervention process. After comprehensive assessment and upon the determination of an eligibility, students may receive services in the Special Education Program. Placement and service recommendations are based on the required level of service(s) to implement the student's individualized goals and objectives. Special and general educators work cooperatively to implement Individualized Education Program goals in the least restrictive environment. Students in the Special Education Program may receive instruction in the regular classroom when appropriate under the direction of the Special Education teacher or Instructional Aide or individualized small group instruction on a pull-out basis. When adaptations or modifications of regular curriculum do not meet students' needs, specialized instruction will be implemented.

The major focus of the special education program is to serve students with identified disabilities. Through the use of a pre-referral problem-solving process, Student Study Team, the Special Education Teacher may work in conjunction with the Response to Intervention (RTI) and General Education staff through shared teaching strategies/instructional materials.

The Special Education Teacher serves students in the least restrictive environment to maximize learning and increase self-esteem. The integrated resource specialist program functions by having special and general educators work collaboratively to contribute skills and resources to carry out IEP goals.

### **Related Services**

Related services refers to developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes, but not limited to:

- Speech-Language Pathology
- Audiology Services
- Interpreting Services
- Psychological Services
- Physical and Occupational Therapy
- Counseling Services
- Orientation and Mobility Services
- DHH or VI Services
- Adapted Physical Education
- Transportation
- Health and Nursing

## Intensive Behavior Services

Related Services are provided throughout the full continuum of educational settings in the Least Restrictive Environment. Due to the size of Barona Charter School, the service provider for the related services may be through the SELPA or contracted service provider.

Related Services DOES NOT include a medical device that is surgically implanted, the optimization of that device's functioning, maintenance of that device, or the replacement of that device, such as a cochlear implant.

## How does a student qualify for Related Services?

After the completion of an assessment the IEP team meets to review assessment results and determine whether the student requires related services to benefit from special education. (The IEP team includes at minimum: Parent, Special Education Director/Designee, Education Specialist, Administrator, General Education Teacher, and Service Provider conducting the Assessment.) Related Service providers work with students in groups or on a one-to-one basis, either in a general education classroom, a special education classroom, or other appropriate setting. Related Services instruction focuses on the goals in the student's IEP. The Special Education Director/Designee is responsible for notifying all related service providers of upcoming IEPs of students on his/her caseload. *Speech and Language Pathologists are considered Case Managers for students who meet eligibility for Special Education with a Speech and/or Language Impairment and receive no Specialized Academic Instruction.*

## Speech and Language Therapy

Speech and language services are provided for children who meet state eligibility criteria in one or more of the following areas: receptive and/or expressive language, articulation/phonology, voice, fluency, or social/pragmatic language skills which can negatively impact a student's educational performance.

Students may be referred by teachers, parents, and/or the Student Study Team. After thorough assessment, any student in the school meeting eligibility criteria may receive speech and language services. Goals and objectives are determined based on the results of the evaluation and are developed to improve students' speech and language skills as they relate to their ability to access their educational programs. Services may be structured to be integrated within the general or special education classroom setting, in a pull-out model, or in consultation with the student's teacher.

Levels of service are determined by the IEP team and are specified on the IEP. A decision to discontinue services must be predicated on an evaluation which demonstrates that the student's functioning is commensurate with their ability level, or their speech and language abilities fall within the average range.

## Orthopedically Impaired Program

Students with orthopedic impairments (OI) attending schools within the East County SELPA may be referred for OI support by the Special Education Director/Designee. The OI program serves those students identified as having a severe orthopedic impairment which adversely affects

educational performance. Such orthopedic impairments include those caused by congenital anomalies, diseases, and other causes. Itinerant OI teacher specialists provide assistance and consultation as needed to school personnel, students, and families. Services provided include evaluating school and classroom environments to ensure physical access, obtaining, adapting, and modifying classroom furniture and equipment. Additional supports include facilitating educational access to the curriculum by providing instructional materials, information about appropriate accommodations and specific instructional strategies to increase engagement, participation, and achievement of students with orthopedic impairments.

## **Counseling**

Counseling support services, supplementary to the regular social work counseling program, may be offered to implement social/emotional goals and objectives. These services are offered on a short-term basis as determined by the IEP team. When short term intervention is not sufficient, a referral to Mental Health Services through the Educationally Related Mental Health Services (ERMHS) process is considered by the IEP team.

## **Occupational Therapy**

Eligible special education students may be referred for an occupational therapy evaluation. There may be interventions recommended to try in the General Education setting prior to full services being provided. If the interventions are unsuccessful, it may be decided to generate new strategies or refer the student for further assessment by completing an evaluation plan. In such case, the IEP process is followed.

## **Itinerant Program for the Visually Impaired (VI)**

Students whose vision impairment adversely affects access to their educational program can be referred for Itinerant services from the East County SELPA VI Department. The referral is made by the Barona Charter School Special Education Director/Designee. The SELPA TVI (Teacher of the Visually Impaired) and/or Orientation and Mobility Teacher (O&M) audiologist will complete assessments and review medical records in order to determine the type and severity of visual impairment and to determine eligibility for services. The itinerant VI and/or O&M services are provided at the student's school of attendance in accordance with the IEP. Services include teaching compensatory skills, consultation, and providing materials/equipment for individual student needs. After qualifying with a medical report regarding status of "corrected vision," services are accessed via the IEP process.

## **Audiological/Deaf and Hard of Hearing Itinerant Services (DHH)**

Students whose hearing impairment adversely affects progress in their educational program can be referred for Itinerant services from the East County SELPA Deaf and Hard of Hearing department. This department is based in the East County SELPA office at 924 East Main Street, El Cajon. The referral is made by the Barona Charter School Special Education Director/Designee. The SELPA DHH teacher and/or audiologist will complete assessments and review medical records to determine the type and severity of hearing loss and to determine eligibility for services. The itinerant DHH and/or audiologist services are provided at the student's school of attendance in accordance with the IEP.

The Special Education Director/Designee and Barona Charter School IEP team shall also consider the continuum of services and programs for students residing in Barona Charter School area who are Deaf or Hard of Hearing (D/HH) and/or Visually Impaired (VI) and require an even more restrictive or specialized program. The Barona Charter School IEP team shall always consider LRE within the district first by providing Related Services at our Barona Charter School. However, due to the size of the Barona Charter School, when a student requires specialized programs and supports that are not available at Barona Charter School, alternative program and service options outside the school district are considered. Students in Barona who are enrolled in their resident school and require D/HH services are served by a D/HH Specialist through the East County SELPA.

When a student has DHH, audiological, or VI services on the IEP, the Special Education Director/Designee shall share SEIS records with the assigned DHH, Audiology and VI Specialist and include these providers in all IEP meetings and assessments.

Students in Barona who require specialized programs to receive FAPE are served through Inter or Intra SELPA agreements. The IEP teams shall consult with the Special Education Director/Designee to identify and access these program options. Some students who are DHH and/or VI require services and support in the most restrictive setting through one of the State Special Schools that provide services to students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind. There are two specialized schools in California: The California Schools for the Deaf in Fremont and Riverside; and at The California School for the Blind in Fremont. Residential and day school programs are available to students from infancy to age 21 at the three State Schools. The State Special Schools also offer assessment services and technical assistance. For more information about the State Special Schools, please visit the California Department of Education (CDE) website at <http://www.cde.ca.gov/sp/ss/> and consult with Barona Charter School's Special Education Director/Designee.



# Section 7: Roles and Responsibilities of Team Members

## Introduction

The IEP process is designed to provide a free and appropriate education, in the least restrictive environment, for a child with a disability. The IEP document is a legally binding contract governed by the laws and regulations under IDEA. When an IEP is signed, all team members (parents, Education Specialists, General Education teachers, Related Service providers and Administrators), agree to implement what is in the contract. It is the responsibility of each team member to implement the IEP as it relates to their setting.

It is the role of the Case Manager to “manage” this contract and ensure all aspects are implemented. It is not the role of the Case Manager to implement every aspect of the IEP; but to implement his/her sections and ensure other sections are being implemented. When sections of the IEP are not being implemented, it is the role of the Special Education Director/Designee to be aware of this and intervene. As an IEP team it is of the utmost importance all team members understand what is required in the IEP and ensure it is being implemented across all settings.

## Team Member Role and Responsibilities

### The School Site Administrator/Principal:

A Site Administrator is a certified administrator with an Administrative Credential. The main roles and responsibilities of a Site Administrator are to oversee, supervise, and direct the work of certificated and classified staff as it relates to the implementation of the IEP; and to implement systems that support staff in the implementation of the IEP. In addition, the Site Administrator serves as the LEA Administrator at all IEP meetings or designates another administrator to act as an Admin Designee, at the IEP meeting.

- Ensures Case Managers/Special Education Director/Designee and General Education teachers meet prior to the start of the school year to review IEP at a glance for each student
- Meets with the special education team before the end of the school year to ensure there is a plan for how and when IEPs will be held for the following school year
- Implements a system for scheduling general education representative(s) for IEP meetings, if required during the school day’s teaching time.
- Ensures there is a plan for appropriate Special Education teacher or classroom paraprofessional coverage in the event of absences or new student needs; and a back-up plan when there are multiple absences
- Attends and actively participates in the duration of IEP meetings as LEA Administrator

### The General Education Teacher:

The main roles of the General Education classroom teacher are to plan, coordinate, schedule, and evaluate curriculum and instructional outcomes within a secure and positive classroom environment for all students, including those with disabilities.

- Plans and provide appropriate, evidence-based instruction and supports in order for students with an IEP to receive educational benefit and make progress on goals
- Maintains communication with students, parents/guardians, and service providers
- Reviews the IEP for each student in his/her class and ensure applicable components are being implemented in the general education setting
- Maintains a copy of the IEP-at-a-Glance for each student in his/her class
- Completes report cards for students in his/her class, with consultation from the Education Specialist
- Meets with the Education Specialist on a regular basis to collaborate on the accommodations, modifications, and supports that are necessary in the general education setting
- Informs on the progress and performance of students with an IEP as it relates to progress on goals and present levels of performance for the IEP
- Provides work samples as it relates to progress on IEP goals when asked to do so by the Special Education Director/Designee
- Communicates concerns and problem solves for areas of need
- Collaborates on progress reports and report card completion
- Communicates with the Special Education Director/Designee, the classroom expectations, routines and procedures to classroom paraprofessional support staff as it relates to supporting all students
- Communicates classroom expectations, routines, and procedures as it relates to supporting the unique needs of a student with an IEP
- Attends scheduled IEP meetings as the General Education Teacher and provide input into the development of appropriate goals, accommodations, modifications, and supports
- Contacts the Special Education Director/Designee with questions or concerns regarding a student with an IEP in his/her class.

#### **The Special Education Case Manager/Director/Designee:**

Case Manager is a certificated Education Specialist or Speech Language Pathologist with an Education Specialist or Speech Language Pathology credential, who is responsible for coordinating the instruction and related services for students with IEPs assigned to his/her caseload. In the event the Case Manager requires support in obtaining compliance in the following areas, he/she shall consult with the Special Education Director/Designee or Site Administration to problem solve.

- Implements the scheduling of the administrator's participation and staff members required for all IEP meetings
- Ensures the classroom paraprofessional schedule is created and managed so all student needs are met through school wide support assignments
- Routinely reviews the classroom support aide schedule to analyze changing needs
- Supports the supervision and training of classroom paraprofessional and any support aide staff
- Ensures progress on IEP goals are being updated at every report card period
- Ensures a copy of progress on IEP goals is sent home, as well as a copy filed, at each report card period
- Completes Interim Progress Reports for students on his/her caseload, with

- consultation from the General Education teacher.
- Conducts in-class assessments or information needed to support the goals review component of the Annual Evaluation, each year.
- Accurately administer and score standardized, norm referenced assessments; sending results to School Psychologist and assessment team members no later than 10 days prior to IEP meeting date.
- Monitors annual timelines and utilize site system for scheduling and inviting team members well in advance of IEP due date to ensure legal timelines are met. Remember to consider any additional people who may need to be invited such as interpreter, SELPA itinerant teacher, etc. and include them in the scheduling
- Contacts parents well in advance to schedule IEPs within legal timelines notices and sends notice to parents prior to the IEP meeting.
- Develops a Draft IEP before every Initial, Annual, or Triennial IEP meeting

### **The Case Manager Shall:**

Ensure original IEP documents are maintained in the student's Special Education file at the school site:

- Affirmed IEPs with original signature page
- Signed Assessment Plans
- Signed Parent Notifications of Meetings
- Signed Assessment Reports
- Prior Written Notices (PWN)
- Progress on Goals Form
- Behavior Intervention Plans (BIP)

Additional items that may be included in the student file:

- Completed Assessments, MAP Testing Results, State Testing Report
- Parent and/or Staff Consult Contact Log
- Vision and Hearing Reports or other health documents provided to you

A copy of the following documents should be **uploaded to SEIS** following the IEP Meeting:

- Signed Assessment Plans
- Signed Parent Meeting Notice
- Signed Assessment Reports
- IEP Meeting Signature page
- Prior Written Notices (PWN)

### **The Special Education Director/Designee:**

The Special Education Director/Designee is generally a special educator or administrator with advanced training who consults with and coordinates specialist services of the educational specialist and related service providers. At Barona Charter School, the Special Education Director/Designee:

- Reviews IEP Annual and Triennial due dates in August and creates a proposed IEP Meeting Schedule so that teachers/staff have an ample time to prepare.
- Attends and actively participates in the duration of IEP meetings as an Administrative

Designee for the site Principal, or as another participant when the Principal is the LEA Administrator.

- Supports new special education staff members through training on SEIS and developing IEPs.
- Monitors data, prepares reports, and oversees the compliance of the Barona Charter School special education CALPADS and SEIS documents to support compliance.
- Attends SELPA Director/Designee 's Council meetings, professional development, or trainings to maintain understanding of any changes and/or modifications of SEIS, CALPADS, or special education laws that arise throughout the school year and are presented through the SELPA.

### **Surrogate Parent Appointment**

The school district must assign an individual as a surrogate parent when the parents of a student with a disability cannot be identified, or the district is unable to locate the whereabouts of a parent. A surrogate parent may be appointed if the child is an unaccompanied homeless youth, an adjudicated dependent or ward of the court under the state Welfare and Institution Code and the child is referred to special education or already has an IEP. A surrogate parent can be a relative or adult with whom the student is residing, an appointed social worker, or a person identified by the East County SELPA who has knowledge of special education processes and procedures.

[20 USC 1415(b)(2); EC 56050; 34 CFR 300.519; GC 7579.5 and 7579.6].

# **Section 8: Procedural Safeguards, Prior Written Notice, and Progress Reporting**

## **Introduction**

It is the policy of the local educational agencies (LEAs) in the East County Special Education Local Plan Area (SELPA) that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations. Barona Charter School abides by this policy and provides a copy or offers another copy and/or review of the Notice of Procedural Safeguards at every IEP meeting.

## **Parent Notice of Procedural Safeguards**

The Notice of Procedural Safeguards is an explanation of the procedural rights and safeguards that are available to the parents of a child with a disability under the Individuals with Disabilities Education Act (IDEA). Parent means a natural, adoptive, or foster parent of a child (unless a foster parent is prohibited by State law from serving as a parent), a guardian (but not the State if the child is a ward of the State) or an individual acting in the place of a natural or adoptive parent (including a grandparent, stepparent or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare or a surrogate parent. Federal and state law require that the district establish and maintain a notice of parental procedural safeguards and provide that notice to the parents or legal guardians of a child with a disability at certain specified times.

The written Notice of Procedural Safeguards must be given to parents at these times:

- At least one time a school year, generally at the annual IEP review meeting
- Upon an initial referral or parent request for an evaluation
- Whenever the parent requests a copy
- Each time the parents are presented with an assessment plan
- With a Prior Written Notice
- When the decision is made to make a removal that constitutes a change of placement for the child for disciplinary purposes
- The first time each year that the parent files a state complaint against the school
- The first time each year that the parent files a due process complaint against the school

The Case Manager/Special Education Director/Designee (Speech and Language Pathologist if the child is speech language only) is responsible for providing Notice of Procedural Safeguards to parents/guardians during all required times.

The LEA Administrator or Special Education Director/Designee is responsible for providing the Notice of Procedural Safeguards when the decision is made to make a removal that constitutes a change of placement for the child for disciplinary purposes.

The Procedural Safeguards should be sent with any expulsion paperwork. The special education office is responsible for providing the Notice of Procedural Safeguards the first time each year that the parent files a State or due process complaint against the district.

It is recommended that the Case Manager/Special Education Director/Designee familiarize themselves with the Notice of Procedural Safeguards and offer to review it with parents at the beginning of the IEP meeting. It is appropriate to answer factual questions parents may have regarding the procedural safeguards; however, it is not appropriate to provide any interpretation of the law. If parents have additional questions, direct them to the last page of the Notice of Procedural Safeguards, which lists contact numbers for agencies that can provide information and assistance in understanding their procedural rights.

It is also recommended that case managers print copies of the procedural safeguards from the SEIS document library to ensure that the most up to date version is being used. Case managers should have printed copies in different languages, as appropriate for caseload, available in rooms where IEP meetings are frequently held.

### **PRIOR WRITTEN NOTICE (PWN)**

Prior Written Notice refers to the public agency's obligation to inform parents, within a reasonable time, before it takes specific actions, or refuses to take specific actions:

- Proposes to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child
- Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child.

#### **PWN must include:**

- A description of the action proposed or refused by the school
- an explanation of why the school proposes or refuses to take the action
- a description of each evaluation procedure, assessment, record, or report the school used as a basis for their decision
- a statement that the parents of a child with a disability have protection under the procedural safeguards and, how the parents can obtain a copy of them
- sources for parents to contact to obtain assistance in understanding these provisions
- a description of other options that the IEP Team considered and the reasons why those options were rejected
- a description of other factors relevant to the school's proposal or refusal

#### **PWN must be:**

- written in language understandable to the general public
- provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so
- If the native language or other mode of communication of the parent is not a written language, the school must take steps to ensure:
- that the notice is translated orally or by other means to the parent in his or her native language or other mode of communication
- that the parent understands the content of the notice

#### **PWN to a Parent is to:**

- provide comprehensive documentation of the proposed and refused actions made
- make sure the LEA and the parents are "on the same page" about a child's educational

program

- provide the parents with an opportunity to voice any concerns or suggestions
- provide sufficient information to ensure that the parent understands the rationale behind an LEA's decision making regarding a particular proposed or refused action
- ensure that informed parental consent is obtained, as necessary
- assist the parent in determining the basis for any disagreement(s) with the proposed and/or refused actions addressed in the prior written notice and whether to seek resolution of any dispute through local dispute resolution procedures, a state complaint, mediation, or a due process hearing

Additionally, the U.S. Department of Education (USED) Office of Special Education Programs (OSEP) opined that:

**The purpose for providing prior written notice is:** to ensure that a parent understands the special education and related services which an LEA has proposed or refused to provide to a student. If a parent does not understand the services being proposed, it follows that the parent could not have agreed to the proposed services. It is the responsibility of the Special Education Director/Designee at Barona Charter School to contact the school Principal if there is a disagreement with the proposed and/or refused actions on behalf of the parent or school district.

In addition, it is the responsibility of the Special Education Director/Designee to contact the principal when the IEP team believes that the parent may not be clear about the school's proposed and/or refused actions. This often occurs when the team has made several recommendations and/or changes to the IEP. The Special Education Director/Designee will work with the team to determine whether a PWN is necessary and will draft a letter on behalf of Barona Charter School.

## **Parental Consent**

A parent is considered to have given consent only when (s)he:

- Is fully informed of all information relevant to the activity for which consent is sought, in his/her native language, or other mode of communication
- Understands and agrees in writing to the carrying out of the activity, and the consent describes the activity and lists any records that will be released and to whom
- Understands that his/her consent is voluntary and may be revoked at any time

## **Activities Requiring Written Parental Consent**

- Initial Evaluation
- Reevaluation/Triennials
- Initial Provision of Special Education and Related Services
- Authorization to Request/Release Information
- Use of an Individual Family Support Plan (IFSP) (preschoolers)

*NOTE: Signed Assessment Plans, signed IEPs, and signed Requests/Releases of Information forms constitute written parental consent.*

## **Revocation of Consent**

- At any time, after the initial provisions of special education and related services, a parent may revoke consent in writing, and this action is not retroactive. Once the parent revokes consent, the district must provide a written notice and exit the student from all special education and related services
- If in the future the parent seeks special education services, the assessment shall be treated as an initial assessment

## **Progress Reporting to Parents**

Special Education teachers are encouraged to have frequent regular contact with parents concerning their child's progress. The content of these meetings or conversations shall include progress on Individualized Education Program (IEP) objectives, as well as any other information which would enable the school and home to work more cooperatively together to benefit the student.

The schedule for informing parents of their child's progress on IEP goals and objectives should coincide with the required general education report card grading periods. The IEP team should determine how this will be accomplished.

One option generally agreed with is in Progress Summary reports. The Special Education Teacher would indicate the method to be utilized on the Educational Setting page of the SEIS IEP. At Barona Charter School, the general education student report card is provided to parents on a **Trimester basis**. The Special Education Teacher should enclose the Progress Summary Report with the students report card at each of the Trimester dates.



# Section 9: Student Admissions, Transfers and Student Records

## Introduction

Students transferring into any school district with an IEP, shall begin to receive special education services that are comparable to those identified in the most recently agreed upon IEP within a “reasonable amount of time”. A reasonable amount of time is often defined as within 10 school days. (EDC § 56325).

## Transfers within the East County SELPA

If a student transfers within the East County Special Education Local Planning Area (SELPA), the receiving special education teacher/Director/Designee should contact the previous service provider to request access to the student’s IEP through SEIS. Once access is granted, the student shall begin receiving comparable services without delay unless the parent and district agree to develop, adopt, and implement a new IEP. Please take notice of the dates on the IEP to determine if the student’s IEP is within the realm of requiring an Annual or Triennial Evaluation.

*Important Information: An IEP received from a District within our **East County SELPA** refers to the following elementary Districts: Alpine Union, Cajon Valley Union, Dehesa School District, Jamul-Dulzura Union, Lakeside Union, La Mesa-Spring Valley, Lemon Grove, Mountain Empire Unified, and Santee.*

*Note: Our SELPA area High School District is Grossmont Union High.*

**An IEP received from within our SELPA does not need to be rewritten if:**

- Goals are currently appropriate
- Timeline meet requirements
- Parents agree to continuation of current goals

## Transfers from Outside the SELPA

When a student transfers from a special education program outside the SELPA, an Interim Placement Form (in SEIS) is completed by the Special Education Director/Designee after the student is placed in a comparable program for a period not to exceed 30 days. The district encourages placement of transferring students in the least restrictive environment. The team may use information, records, and reports from the student’s previous program. At that time Barona Charter School may, with parental consent, adopt the previously approved IEP. However, if records are not available, are incomplete, or are inadequate, assessment must be conducted in those areas which are needed to define an appropriate IEP. After all the pertinent information is gathered, the district shall develop, adopt, and implement a new IEP.

## Transfers from Out of State

If a child with a disability has an IEP and transfers from an educational agency located outside the state to Barona Charter School within the same academic year, the district shall provide such child with a free appropriate public education. An Interim Placement Form (in SEIS) is completed when

a student transfers into the district from out of state. Services comparable to those described in the previously held IEP along with information provided by the prior school district shall be provided in consultation with the parents, until such time as the school conducts an evaluation or records review and develops a new IEP.

An Interim IEP, along with an assessment plan at the time the student enrolls at the school site. Before the expiration of 30 days, the IEP Team must review the placement and assessments to determine its appropriateness. The team may use information, records, and reports from the student's previous program. At that time Barona Charter School may, with parental consent, adopt the previously approved IEP. However, if records are not available, are incomplete, or are inadequate, assessment must be conducted in those areas which are needed to define an appropriate IEP. After all the pertinent information is gathered, the district shall develop, adopt, and implement a new IEP. The team may reconvene within the 60-day assessment timeline if additional time is needed to gather assessment data.

### **Students Transferring Out of Barona Charter School**

The Special Education Director/Designee should:

- Update Goals and Objectives using the Progress Report in SEIS.
- Place a copy of the recent IEP in the pupil's cumulative file.
- Upload a copy of all special information into SEIS including parent signed Evaluation Plans, parent signed IEP Meeting Notices, IEP Signature pages, Initial or Triennial Evaluation Psychoeducational Reports, Initial or Triennial Evaluation Speech and Language Reports, Initial or Triennial Evaluation Occupational Therapy Reports, or other Private Evaluation Reports provided to the District during that school year.
- The Program Specialist will exit the student in SEIS indicating the reason for the exit.

**Note:** Upon receipt of a request from an educational agency where an individual with exceptional needs has enrolled, a former educational agency shall send the pupil's special education records, or a copy thereof, within five (5) working days.

A Barona Charter School office assistant will be identified to request school records for students being enrolled in Barona Charter School and send the requested school records to the school districts where a Barona Charter School student has transferred to, within the five (5) working days noted above. That individual will maintain the official record of where student files have been sent and to which District they have been received from.

### **When A 30-Day Interim Student Leaves**

When a student is in a program on a 30-day interim placement and leaves before the IEP arrives or a new IEP is developed, the Special Education Director/Designee will exit the student in SEIS, indicating the reason for the exit and send a copy of the exit page and the IEP from the student's previous district to the Barona Charter School office assistant in charge of CALPADS.

### **Articulation of Elementary Students to the Grossmont Union High School District**

The following process should occur for children who are in the resource specialist or speech and language, in middle school and will continue in the program(s) in the Grossmont Union High School District.

- The Special Education Director/Designee will prepare and electronically submit the I-9 packet for each 8<sup>th</sup> grade student to the Grossmont High School District's link.
- The Special Education Director/Designee **should** assess all 8<sup>th</sup> grade children in the appropriate academic areas and update their IEP objectives using the Progress Report in SEIS by the middle of April.
- The Special Education Director/Designee will represent Barona Charter School in the Grossmont High School I-9 Transition Process by scheduling a Transition Meeting with each High School within the Grossmont High School District prior to the end of the school year, inviting the appropriate staff from the student's high school of residence or a school of choice in which the special education student has been accepted for placement.
- The Special Education Director/Designee will chair the IEP meeting at the Barona Charter School campus for each student's IEP and provide specific oral information about the student as well as written documentation to the High School staff via an Amendment that is written and uploaded to SEIS at the end of the meeting. A copy of the Amendment is required to be given to the Parent for their records.
- The Special Education Director/Designee will transfer the Barona Charter School Special Education student files to the High School's, School Psychologist.

**Note:** *A child's IEP is written based on the child's identified needs and not for the convenience of the program, class, or teachers.*

## Parent Request for Records

The parent has the right to examine all educational records of the child and to receive copies within **five business** days after a request is made by the parent, either orally or in writing.

- If parent makes a verbal or written request the timeline begins at the date of the initial request, whether oral or written
- Upon receipt of a request for special education records, the person receiving the request shall contact the special education Director/Designee immediately with the request.
- The Special Education Director/Designee oversees the copying of records, and ensures that the parent receives copies within five business days of the initial request.
- Special Education Director/Designee will review records before duplicating. Three copies of the records will be made, with one copy to the parent and two copies remain in the special education office
- The Special Education Director/Designee notifies parents when the records are available for pick up
- If the records have not been picked up by the parent by the 4<sup>th</sup> day, parent should be contacted to ensure that they intend to pick up the records on the 5<sup>th</sup> day

## Maintenance of Records

A "student record" is defined as any item of information directly related to an identifiable student

which is maintained by the school district or a district employee in the performance of his or her duties. A student record is a document recorded by handwriting, print, tapes, film, microfilm, or other means.

Since a parent is entitled to examine all student records of the child and to receive copies upon request, it is important to ensure that any item of information that is not pertinent to a student's educational program is not retained in the records.

The student records should not include any informal notes related to the student. If the teacher or any other school employee has made informal notes about the student, they should remain in the sole possession of the maker and should not be accessible to anyone other than a substitute teacher. The types of special education data that should be kept in the child's student records include:

- IEP Documents and Meeting Notes
- Authorization
- Records of Participation
- Evidence of Eligibility for Qualification or Dismissal/Assessment Reports
- Copies of Formal Correspondence on district letterhead or from parent/parent representative
- Service logs

**Tests and Protocols are not kept in Cum files.** Assessors maintain the protocols and tests until the next Triennial assessment and then destroyed.

# Section 10: Behavior, Student Discipline, and Suspension/Expulsion

## Introduction

Discipline, order, and safety are crucial to the successful education of children in the public schools. Under California law, school districts are required to respond to student misconduct in a variety of ways that may include suspension from school and sometimes expulsion. In doing so, school personnel must be cognizant of the due process rights of all students and the additional rights of students eligible for IDEA services.

## Behavior

The IEP team is obligated to address behavior that may or may not obviously appear disruptive or interfering. For example, if a student is failing a class, the behavior contributing to the failure must be addressed systematically. Concerns regarding behavior should be addressed by a complete IEP team. All staff, including general education teachers, who will be implementing an IEP, must participate in the development of the plan to facilitate consistency when addressing the target behavior and the teaching/reinforcement of replacement behavior(s). In addition, parents have valuable information that shall be considered. Behavior concerns and response to interventions should be documented in meeting notes. The Special Education Director/Designee is responsible for ensuring that concerns regarding behavior are addressed in an IEP meeting and documented in the Present Levels and Special Factors sections of the IEP, goals are written to address target behavior, supports and services are in place as needed and or a Behavior Intervention Plan is written.

State and federal law behavioral considerations require that when behavior interventions are implemented, those interventions shall:

- not restrict the pupil's physical freedom and social interaction
- be administered in a manner that respects human dignity and personal privacy,
- ensure a student's right to placement in the least restrictive educational environment

A student's behavior should be addressed through one the following pathways:

1. If a student's behavior is not appropriately managed given the school wide Positive Behavior Interventions, paired with the classroom expectations; the behavior requires more intervention. The IEP team, coordinated by the Special Education Director/Designee, should:
  - a. Utilize the Special Factors section of the IEP to identify the target behavior (observable and measurable)
  - b. Clearly describe replacement behavior (what the student is to do instead of the problem behavior)
  - c. Identify the positive behavior interventions and supports to be implemented to teach and reinforce the replacement behavior
  - d. Develop IEP goal(s) to address the increased use of the replacement behavior or reduction of the target behavior

2. If the above pathway has proved insufficient, or if the student engages in behaviors that

could cause serious injury to the student or others:

- a. Convene an IEP meeting to determine the necessity of an Assessment plan to include a Functional Behavior Assessment (FBA)
- b. Develop an interim Behavior Intervention Plan (I-BIP) if the target behavior risks causing serious injury to the student or others
- c. If a BIP already exists, convene a meeting to modify and reevaluate

## **Functional Behavior Assessment (FBA)**

An FBA is an analytical, systematic process based on observations, review of records, interviews, and data analysis that serves to identify the function of the behavior, as well as environmental factors that may be contributing to the target behavior. The function of behavior is what the student gets out of engaging in a particular behavior.

There are two primary functions of behavior: Access and Escape. Once the function is identified, the team can determine a replacement behavior that serves the same function for the student. Observations allow the team to identify environmental changes that may be necessary.

The IEP team shall consider a Functional Behavior Assessment (FBA) when any of the following conditions are met:

- Previous goals and interventions have not been sufficient to help the student make progress
- A previous BIP has not been sufficient to help the student to make progress
- If the student engages in serious behaviors that could cause injury to the student or to others
- If the student has demonstrated behaviors which have necessitated the use of emergency interventions (CPI, ProAct) and Behavior Emergency Response (BER) procedures

The FBA should be conducted by a team but **MUST** be led by a person who has documented training in conducting behavioral assessments with an emphasis on positive behavior intervention (typically this is the school psychologist). Behavioral emergency interventions shall not be used as a substitute for BIPs. To the extent possible, BIPs shall be developed and implemented in a consistent manner appropriate to each student's life settings.

## **Behavior Intervention Plan (BIP)**

Any student behavior that is adversely affecting progress should be addressed with proactive systematic behavior intervention. The focus of a Behavior Intervention Plan (BIP) is to teach the student alternative behavior that meets the student's need(s) in a more acceptable way. In developing a BIP, it is critical that the team recognize that the problem behavior serves a purpose; behavior serves a function; Access and Escape. Behavior is also related to a context and an environment that is specific for the student. Problem behavior occurs in reaction to environmental (external and/or internal) demands that overwhelm the student and adversely impact the student's ability to effectively cope with his/her environment. These problem behaviors generalize and continue because they work for the student. The Behavior Intervention Plan becomes part of the IEP. The case manager is responsible for monitoring implementation and revisions and notifying the Special Education Director/Designee of any issues/concerns.

It is important that the BIP is developed by a team of individuals working with the student so as the interventions identified are those that can be implemented within the students learning environment. For a BIP to be successful, it needs to be implemented with consistency and fidelity.

## **Manifestation Determination**

Students in Special Education may be suspended for up to 10 cumulative school days within a school year (same as general ed).

The 11th day of suspension is considered a “change of placement”.

On the 11th day of suspension, a Manifestation Determination (MD) review meeting must be held to determine whether or not the behavior is a manifestation of the student's disability.

The manifestation determination team consists of the Principal, Special Education Director/Designee, the parents, and relevant members of the IEP team (general education teacher, special education teacher, service providers, school psychologist, and other services providers as determined by the district and the parents. During the MDR meeting, the IEP team must determine whether the misconduct was or was not a manifestation of the student's disability.

The IEP team will:

- Review relevant disciplinary history, current IEP, educational placement, behavior supports, attendance and health records, and assessment reports on file
- Consider teacher observations, relevant information provided by the parent/guardian, and other relevant unique circumstances to be considered. After a child with a disability has been removed from his or her current placement for ten (10) school days in the same school year, during any subsequent days of removal the public agency must provide services to enable the child to continue to participate in the general education curriculum and progress toward meeting the goals set out in the child's IEP.
- Also, a child will receive, as appropriate, a functional behavioral assessment (FBA) and behavioral intervention services and modifications, which are designed to address the behavior violation so that it does not recur.

The team must determine:

1. Was the behavior caused by, or did it have “a direct and substantial relationship” to, the student's disability

OR

2. Was the behavior the direct result of the district's failure to implement the IEP?

If the team answers “yes” to either 1 or 2, the student's conduct is determined to be a manifestation of the student's disability.

## **If the behavior WAS a manifestation of the disability:**

If conduct is a manifestation of the student's disability, the IEP team **must**:

- Conduct an FBA to determine the need for a BIP (if LEA had not previously conducted

and implemented)

- If there is already a BIP in place, review and modify to address the behavior
- Return the student to the previous placement from which removed (unless parent and LEA agree to change of placement through the IEP process)

### **Behavior WAS NOT a manifestation of the disability:**

If the manifestation determination review team determines the student's behavior was not a manifestation of his/her disability,

- The student may be disciplined in accordance with the procedures for students without disabilities. (20 U.S.C. §1415(k)(1)(C).)
- Pending an expulsion hearing or other change in placement, the student shall continue to receive services to enable the student to access the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP.
- The IEP team shall also consider revising the student's BIP,
- If the student does not have a behavior plan, the IEP team should consider conducting a FBA in order to develop a BIP to address the behavior violation so that it does not reoccur. (20 U.S.C. §1415(k)(1)(D).)

*Note: Due to the complexity of the issue, districts should proceed carefully when suspending or expelling students with disabilities and consult legal counsel as appropriate.*

### **Protections for Students Not Yet Eligible for Special Education Services**

IDEA disciplinary protections will apply to a general education student if the school has a "basis of knowledge" that a student is a student with a disability. The school will have knowledge a student is disabled if: (1) the parent expressed concern in writing to supervisory or administrative personnel or a teacher of the student that the student is in need of special education and related services; (2) the parent has requested a special education evaluation; or (3) the student's teachers or other personnel has expressed specific concerns about a student's pattern of behavior directly to the special education Director/Designee or other supervisory personnel. (20 U.S.C. §1415(k)(5)(B).)

### **Suspensions**

Although federal law places no limits on the total number of days a student may be suspended, state law does. California provides that a student may not be suspended for more than 20 cumulative schooldays in a school year, unless for purposes of adjustment, a student enrolls in or is transferred to another regular school, opportunity school or class, or a continuation education school or class, in which case the number of school days shall not exceed 30 days in any school year. (Ed. Code §48903.)

Portions of a school day in which a student has been removed would count towards the days of suspension. For example, whether a bus suspension would count as a day of suspension would depend on whether the bus transportation is part of the student's individualized education program ("IEP"). Another example is if a student is suspended for half of the school day. Therefore, school personnel should carefully monitor the days and/or hours a student with a disability is removed from class to determine if either "In-house suspension" or "supervised suspension classroom" as authorized by Education Code 48911.1 would not be counted towards



the 20-day cumulative limit described above as long as the student is afforded the opportunity to continue to appropriately progress in the general curriculum, continue to receive the services specified in his/her IEP, and continue to participate with non-disabled students to the extent he/she would have in the current placement. However, districts should be careful that such action does not constitute a change of placement. (*Analysis and Comments and Changes to 2006 IDEA Part B Regulations*, 71 Fed. Reg. 46715 (August 14, 2006).)

## Emergency Interventions

Emergency interventions not specified in a student's behavioral intervention plan shall be used only when necessary to control unpredictable, spontaneous behavior which **poses clear and present danger of serious physical harm to the student or others**, and which cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior.

Emergency interventions (i.e. physical restraint) **shall not** be used as a substitute for the individual student's systematic Behavior Intervention Plan (BIP) that is designed to change, replace, modify, or eliminate the behavior.

If it is necessary to restrain the student to prevent injury to themselves or others in the environment, staff should implement the emergency interventions approved by the SELPA. Professional Assault Crisis Training (Pro-ACT) is currently the approved methodology used to train staff who participate on behavior intervention teams. Emergency interventions should be used only by properly trained personnel and only with the degree of force and for time that is reasonable and necessary to control the emergency. Upon prolonged use of an emergency intervention, staff shall seek assistance of the site principal, special education administrative staff, and/or law enforcement agencies, as applicable to the situation. When the emergency has ended, school staff must return to the systematic Behavior Intervention Plan and positive interventions stated in the individual's IEP.

## Emergency Interventions must NOT include the following:

- Any intervention designed to, or likely to, cause physical pain
- Noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face
- Denial of adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities
- Verbal abuse, ridicule, humiliation, or other procedures expected to cause excessive emotional trauma
- Physical restraint by device, material, or object that simultaneously immobilizes all four extremities, including prone containment or similar techniques, unless the restraint is used by personnel who are trained in the technique, and it is used only as an emergency intervention
- Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room
- Any intervention that leaves a student without adequate supervision
- Any intervention that deprives the student of one or more of the senses
- Force exceeding what is reasonable and necessary under the circumstances

## Behavioral Emergency Reports

Anytime an emergency intervention is used, a report must be written on the form titled, "Behavioral Emergency Report," (BER) immediately following the incident. The form is available in the SEIS document library. The form must be used to complete the Behavioral Emergency Report because it includes specific information that is required by California Education Code. (Ca Ed code 56521.1). The Behavioral Emergency Report must be completed in its entirety, with no section or answer left blank or incomplete. The Behavioral Emergency Report must be written by someone who was physically present during the emergency intervention, but the case manager must be involved in the completion of the report. The Behavioral Emergency Report should be an accurate description of the emergency intervention. It should be behaviorally specific. It should be free of jargon, opinions, and obscure terms and abbreviations.

- The case manager is responsible for completing the follow-up actions, including notification of site administrator and school psychologist
- The site administrator must review and sign all reports
- The Special Education Director/Designee provides information regarding behavioral emergency interventions to the state

## Notification about the Behavior Emergency Intervention

- The day of the emergency intervention, notify school administrator
- The day of the emergency intervention, the parent/guardian and/or residential care provider shall be notified via phone that an emergency intervention was used or serious property damage occurred
- Within 24 hours, complete the Behavior Emergency Report (BER), obtain signature from site administrator, **and** place a copy in the cumulative file
- For students **without** a Behavioral Intervention Plan (BIP), within 48 hours, schedule an IEP, to be held within 5 days
  - During the IEP meeting:
    - review the emergency report, provide document to parents,
    - determine the necessity for a functional behavioral assessment, and
    - determine the necessity for an interim plan
  - OR
  - document the reasons for not conducting a functional behavioral assessment (FBA), not developing an interim plan, or both
- For students **with** a behavioral intervention plan, within 48 hours, schedule an IEP, to be held within 30 days
  - During the meeting
    - review the emergency report, provide document to parents, and determine if the incident constitutes a need to update FBA and/or modify the existing Behavior Intervention Plan

*Note: After any incident requiring emergency intervention, consider conducting or updating the functional behavior assessment (FBA) and corresponding behavior intervention plan (BIP).*

# **Section 11: Important Legal Timelines and Glossary of Terms**

## **Important Legal Timelines and Requirements Related to Special Education**

### **5 Business Days:**

Parent shall have the right and opportunity to examine all school records and receive copies within 5 business days after a request is made by the parent, either orally or in writing. District/School may charge a fee for the copies, but if parent states an inability to pay, copies must be provided at no charge and within the established timeline. It is the practice in Barona Charter School to provide requested records free of charge.

### **5 School Days:**

A school must convene the Manifestation Determination meeting for a student if the administration is contemplating an administrative change of placement or possible expulsion.

### **10 School Days:**

This is the limit of days a student with a disability may be suspended from school before the removals constitute a change of placement. Removals from the school setting include any situations in which the student is not accessing his/her special education services; for example, out of school suspension, in-school suspension and/or being sent home for disciplinary reasons. No Special Education services are required for up to 10 days of removal.

### **15 Calendar Days:**

A proposed Assessment Plan shall be developed and provided to the parent/guardian within 15 calendar days of request for the assessment, not counting days of school recess more than five days, from the date of receipt of the referral.

### **15 Calendar Days:**

A parent shall have at least 15 calendar days from receipt of proposed Assessment Plan to arrive at a decision regarding consent.

### **30 Calendar Days:**

When a student with an IEP enrolls in Barona Charter School from a district OUTSIDE of the East County SELPA, an Interim form in SEIS is completed and IEP will be created. An interim placement must not exceed 30 calendar days.

### **30 Calendar Days:**

An IEP meeting requested by a parent shall be held within 30 calendar days, not counting days of school recess more than five, from the date of receipt of the parent's request.

### **60 Calendar Days:**

An IEP meeting shall be held within 60 calendar days from receipt of parental consent for an

initial, triennial, transition, or supplemental assessment, not counting days of school recess more than five. After parental consent has been obtained, IEP implementation should occur “as soon as possible” (Ed. Code 65043i).

## **Glossary of Terms**

### **Adapted Physical Education (APE)**

Adapted Physical Education provides individual or small group instruction through an adapted physical education or recreational program for student’s specific motor deficits.

### **Alternative Programs**

Alternative Programs are an option for any student when an appropriate program cannot be offered in the district or within the SELPA.

### **Community Advisory Committee (CAC)**

The Community Advisory Committee is composed of mostly parents and guardians, including parents of individuals with exceptional needs, which advises the responsible local agency (RLA) in the development, revision, and evaluation of programs under the local comprehensive plan.

### **Designated Instruction and Services (DIS) (Other Related Services)**

Designated instruction and services are provided by the regular class teacher, the special day class teacher, or the resource specialist. These services may include, but are not limited to, the following:

- Adapted Physical Education
- Audiological Services
- Counseling Services
- Deaf/Hard of Hearing Itinerant Services
- Health Nursing Services
- Home Tutor
- Language, Speech, and Hearing
- Mobility Training
- Orthopedic Itinerant Services
- Psychological Services
- Vision Itinerant Services

### **Free and Appropriate Public Education (FAPE)**

Every school-age child with exceptional needs is entitled to an education which meets his/her individual needs at no expense to the family.

### **Individual Education and Planning Team (IEPT)**

The Individual Education and Planning Team consists of a representative from administration, the student’s present teacher, the student’s parents or guardian, the individual with exceptional needs, when appropriate, and other individuals, at the discretion of the parent and/or district. The team determines the eligibility and certification of individuals with exceptional needs. The team is responsible for writing and reviewing an instructional plan for each student.

**Individualized Education Program (IEP)**

The Individualized Education Program is a written statement developed by the IEP team which translates child assessment information into a practical plan for instruction and delivery of services.

**Least Restrictive Environment (LRE)**

Each child with exceptional needs is to be placed in a learning environment that most closely approximates the learning environment of his/her nondisabled peers (regular classroom) in a manner beneficial to the individual student and students in the regular classroom.

**Local Plan for Special Education**

The Local Plan for Special Education is developed by staff and community for serving pupils with exceptional needs in accordance with state law. All districts and county offices of education which receive funds must develop a comprehensive plan which ensures a full range of services for students and submit it to the State Department of Education for approval.

**Occupational Therapy (OT)**

Occupational Therapy is a physician prescribed specialized rehabilitative therapy utilizing multiple treatment methods which focuses upon the following general areas: activities of daily living, visual-perceptual skills, fine-motor and adaptive skill development, and equipment evaluation. Occupational Therapists are certified through a National Certification Board.

**Parent Advocate**

Parent Advocates can be parents, teachers, and/or professionals trained to provide practical information and support to parents whose children are participating in the special education programs.

**Parent Surrogate**

Parent Surrogates are selected by the district to act as the parent when:

- No parent can be identified.
- The district cannot discover the whereabouts of the parent;
- The child is a ward of the state. A person assigned as a surrogate may not be an employee of a public agency which is involved in the education or care of the child.

**Physical Therapy (PT)**

Physical Therapy is a physician prescribed specialized rehabilitative therapy utilizing multiple treatment methods which focuses upon the following general areas: gross-motor skill development, balance and equilibrium, progressive ambulation, and equipment evaluation. Physical Therapists are licensed through the California State Board of Medical Quality Assurance.

**Special Education**

The district provides a continuum of program options which are available to meet the needs of individuals with exceptional needs with special education and related services.

**Special Education Director/Designee**

A Special Education Director/Designee is generally a special educator or administrator with

advanced training who consults with and coordinates specialist services of the resource specialist, designated instructional services (DIS) specialists, and special day class teachers. The Program Specialist may also coordinate placements for students whose needs cannot be met in their school of residence. Program Specialists may also provide special education in-service training.

### **Special Education Local Planning Area (SELPA)**

The Special Education Local Planning Area (SELPA) consists of ten (10) districts in East County designated to function as one agency to coordinate and administrate the delivery of special education services for all students 0-22 years of age.

### **State Special School for Deaf and Blind**

The State Special School for Deaf and Blind is a residential school option available for students whose primary handicap is deaf, blind, or deaf/blind. There are two in the state of California, Riverside and Fremont.

### **Student Success or Study Team (SST)**

The Student Success or Study Team is a school-based, problem-solving group whose purpose is to help teachers in the areas of curriculum, instructional techniques, and classroom management systems to meet the needs of referred students.

### **Additional Abbreviations**

ADD/ADHD.....	Attention Deficit (Hyperactivity Disorder)
AT.....	Assistive Technology
BER.....	Behavior Emergency Report
BIP.....	Behavior Intervention Plan
CP.....	Cerebral Palsy
DNQ.....	Does Not Qualify
EL.....	English Learner
ELD.....	English Language Development
ELL.....	English Language Learner
FBA.....	Functional Behavior Assessment
IDEA.....	Individuals with Disabilities Education Act
LCI.....	Licensed Children's Institution
LEA.....	Local Education Agency
LEP/NEP.....	Limited English Proficiency/Non-English Proficiency
LSH.....	Language, Speech, and Hearing
MD.....	Muscular Dystrophy
MHS.....	Mental Health Services
NPS.....	Nonpublic School
SDC.....	Special Day Class
SLP.....	Speech and Language Pathologist

### **Organizations and Services**

AASE.....	American Association of Special Educators
ASA.....	Autism Society of America

ACLD .....	Association for Children with Learning Disabilities
AAIDD.....	American Association on Intellectual and Developmental Disabilities
AESP.....	American Association for the Education of the Severely/Profoundly Handicapped
AAMR.....	American Association on Mental Retardation
ACB.....	American Council for the Blind
ASHA.....	American Speech/Language and Hearing Association
CAL CASE.....	California Council: Administrators of Special Education
CARS +.....	California Association of Resource Specialist Plus
CASP.....	California Association of School Psychologists
CCS.....	California Children Services
CEC.....	Council for Exceptional Children
CHADD.....	Children and Adults with Attention Deficit/Hyperactivity Disorder
CSHA.....	California Speech and Hearing Association
EFRC.....	Exceptional Family /Resource Center
HT.....	Home Tutor
SANDCASE.....	San Diego Council for Administrators of Special Education
TASH.....	The Association for Severely Handicapped
UCP.....	United Cerebral Palsy

## **Section 12: Forms/Checklists**



# Cumulative File Checklist / Contents Order

Student Name \_\_\_\_\_  
 Previous School District \_\_\_\_\_  
 Previous School Contact \_\_\_\_\_

<i>Item</i>	<i>Requested By</i>	<i>Date Requested</i>	<i>Date Received</i>	<i>Sign Off</i>
Records Data Disclosure Form				
Transfer Information				
Contents Order of Student Cumulative Record Form				
Student Registration Form/Parental Affirmation Regarding Student's Previous Suspension or Expulsion				
Birth Information – From birth certificate, record the exact spelling of the student's legal name, birth date, birthplace and gender and birth certificate number. This information must be recorded on the cumulative folder. Give the copy of the birth certificate back to parent. Do not keep copy of birth certificate				
Record the social security number on the cumulative folder. If a wavier is needed the signed waiver form in the cumulative folder. Do Not Keep Copy of the Social Security Card.				
Guardianship and Custody Documents				
Medical Examination form with Immunization certified by health professional				
Student Health History Form				
New Entrant Screening Form (most recent on top) This will be for vision, hearing, speech and language, fine and gross motor skills.				
Photo Eye Evaluation Permission Form				
Home Language Survey				
Test Data Sheet				
Report Cards (most recent on top)				
Formal Correspondence regarding the specific student				
All Special Education Information				
All 504 Information				
Acceptable Computer System Use Agreement				
Publication Permission Form				
Handbook Parent Signature Page				

All Documents Complete Date: \_\_\_\_\_  
 Principal Sign Off: \_\_\_\_\_

Child's Name: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Parent/Guardian completing form: \_\_\_\_\_

**Intake Questions:**

Do you have any concerns in the area of reading, reading comprehension, please give specific examples ?

Do you have any concerns for math, please give specific examples ?

Do you have any concerns for writing, please give specific examples ?

Do you have any concerns for social/emotional, please provide examples ?

Is your child able to care for his own personal needs ?

When was your child's last physical, vision & hearing screening ?

Does your child have any medical diagnosis ?

Does your child take any vitamins, supplements and/or medication (if so for what)?

How many hours does your child sleep at night ?

Does your child wear glasses, use an EpiPen, etc. ?

Does your child receive any type of outside therapy/counseling ?

Is there anything else you would like to share with us that we didn't ask ?

**East County SELPA  
AUTHORIZATION FOR USE AND/OR  
DISCLOSURE OF INFORMATION**

\_\_\_\_\_  
*Student's Name (list other names used)*

\_\_\_\_\_  
*Medical Record Number (if applicable)*

\_\_\_\_\_  
*Date of Birth*

\_\_\_\_\_  
*Student's Address*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Other Phone Number*

I authorize the following individual or organization to disclose the above named individual's medical/educational information as described below:

_____ <i>Disclosing/Receiving Party</i>	_____ <i>Disclosing/Receiving Party</i>
_____ <i>Address</i>	_____ <i>Address</i>
_____ <i>City, State, Zip Code</i>	_____ <i>City, State, Zip Code</i>
<i>Telephone</i> _____ <i>FAX</i> _____ <small>Not valid for medical information.</small>	<i>Telephone</i> _____ <i>FAX</i> _____ <small>Not valid for medical information.</small>

**Duration** This authorization shall become effective immediately and shall remain in effect until \_\_\_\_\_ or for one year from the date of signature, if no date is entered. (Date)

**Revocation** I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the releasing agency. Written revocation will be effective upon receipt, but will not apply to information that has already been released in response to this authorization.

**Redisclosure** I understand that health information used or disclosed pursuant to this authorization may be subject to redisclosure by the recipient and it is no longer protected by federal laws and regulations regarding the privacy of protected health information. I further understand the confidentiality of the information when released to a public educational agency is protected as a student record under the Family Educational Rights and Privacy Act (FERPA), and the recipient may not redisclose the information without parental consent.

**Health Info** I understand that authorizing the disclosure of health information is voluntary. I can refuse to sign this authorization, and I do not need to sign this form in order to assure medical treatment.

**Specify Record(s)** Indicate type of information to be disclosed:

- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> <b>Medical</b>      | <input type="checkbox"/> <b>Medication</b>           | <input type="checkbox"/> <b>Psychiatric</b> | <input type="checkbox"/> <b>Mental Health</b> |
| <input type="checkbox"/> <b>Drug/Alcohol</b> | <input type="checkbox"/> <b>STD/HIV Test Results</b> | <input type="checkbox"/> <b>Educational</b> | <input type="checkbox"/> <b>Other</b> _____   |

Any and all information with regard to the above records may be released, except as specifically listed here:

\_\_\_\_\_  
I request that the information released pursuant to this authorization be used for the following purposes only:

- ☐ **Educational Assessment**    ☐ **Educational Planning**    ☐ **Other** \_\_\_\_\_

---

A copy of this authorization is as valid as an original.  
I understand that I have a right to receive a copy of this authorization for my records.

\_\_\_\_\_  
*Student's Signature or Representative*

\_\_\_\_\_  
*Relationship to Student*

\_\_\_\_\_  
*Date*



## EAST COUNTY SELPA IEP TEAM MEMBER EXCUSAL

**Student Name:****Birthdate:****IEP Date:**

By mutual agreement between the parent/adult student, and designated representative of the local education agency, the presence and participation of the Individual Education Program team member(s) identified below is/are not necessary and has/have been excused from being present and participating in the meeting scheduled on \_\_\_\_\_.

The excused team member and parent/adult student have conferred and (1) the member's area of the curriculum or related services is not being modified or discussed in the meeting or (2) the meeting involves a modification to or discussion of the member's area of curriculum or related services and the member submitted, in writing to the parent and the IEP team, input into the development of the IEP prior to the meeting.

**Individual Education Program Team Member(s)**

Individual Education Program Team Member(s)	Area Of Curriculum Or Related Services	Area Of Curriculum Or Related Services is Not Being Discussed Or Modified	Written input has been submitted to the parent and the IEP team prior to the meeting regarding Area Of Curriculum Or Related Services	The IEP team member is being mutually excused from the IEP meeting
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> whole <input type="checkbox"/> in part
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> whole <input type="checkbox"/> in part
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> whole <input type="checkbox"/> in part
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> whole <input type="checkbox"/> in part
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> whole <input type="checkbox"/> in part
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> whole <input type="checkbox"/> in part

By mutual agreement the IEP team members identified above, have been excused from being present and participating in my child's IEP meeting.

**Check** the relationship to student, sign, and date below.Signature of ☐ Parent ☐ Guardian ☐ Surrogate**Date:** \_\_\_\_\_Signature of ☐ Parent ☐ Guardian ☐ Surrogate**Date:** \_\_\_\_\_**Signature of Adult Student (ages 18-21):****Date:** \_\_\_\_\_**Signature of Designated District Representative:****Date:** \_\_\_\_\_**Title/Position:** \_\_\_\_\_



For Office Use Only

**-FILED-**

File No.: BA20242074187

Date Filed: 11/20/2024

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
BARONA INDIAN CHARTER SCHOOL, INC.**

The undersigned hereby certify that:

1. They are the Chief Executive Officer and Secretary, respectively, of Barona Indian Charter School, Inc., a California nonprofit public benefit corporation (California Entity Number 2417762).
2. The Articles of Incorporation of the corporation are amended and restated to read as follows:

**ARTICLE I**

The name of this Corporation is Barona Charter School, Inc.

**ARTICLE II**

This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct, and promote the Barona Charter School.

**ARTICLE III**

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

**ARTICLE IV**

A. The property of this Corporation is irrevocably dedicated to charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provisions of any future United States Internal Revenue Law, and no part of the net income or assets of this Corporation shall ever inure to the benefit of, or be distributed to, any director, officer, or other private person.

B3162-3739 11/20/2024 5:00 PM Received by California Secretary of State

B. Upon the winding-up and dissolution of this Corporation, after paying or adequately providing for the debts and obligations of this Corporation, the remaining assets shall be distributed to a non-profit fund, foundation, or association which is organized and operated exclusively for educational, public, or charitable purposes and which has established its tax exempt status under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.


3. The foregoing Amended and Restated Articles of Incorporation have been duly approved by the corporation's Board of Directors.

4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Dated: 10/18/24

  
Raymond J. Welch, Chief Executive Officer

  
Melanie Villa, Secretary

**BYLAWS  
OF  
BARONA CHARTER SCHOOL, INC.**

(A California Nonprofit Public Benefit Corporation)

**ARTICLE I  
NAME**

Section 1. NAME. The name of this corporation is Barona Charter School, Inc.

**ARTICLE II  
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 1095 Barona Road, Lakeside, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III  
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote the Barona Charter School ("Charter School"), a California public charter school. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV  
CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.



## **ARTICLE V DEDICATION OF ASSETS**

Section 1. DEDICATION OF ASSETS. This corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School's Charter. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3). Any real properties or facilities donated by the Barona Band of Mission Indians shall be returned to the Tribe.

## **ARTICLE VI CORPORATIONS WITHOUT MEMBERS**

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

## **ARTICLE VII BOARD OF DIRECTORS**

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board"). The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

1. Appoint and remove all officers, agents, and employees;
2. Set salaries
3. Borrow money
4. Adopt and use a corporate seal

Section 3. DIRECTORS AND TERMS. The Board of Directors shall consist of five directors unless changed by amendment to these bylaws. Initial Directors shall be appointed by the Education Committee currently overseeing school affairs. Directors must be members of the Barona Band of Mission Indians and at least two members must be Barona Tribal Councilmembers. Beginning in 2022, all directors shall be appointed by the Barona Tribal Council. Installation of Directors shall be at the corporation's annual meeting of the Board of Directors. Each director shall hold office for a period of four years unless otherwise removed from office in accordance with these bylaws.

Section 4. BOARD VACANCIES. When a vacancy on the Board of Directors occurs, The Barona Tribal Council shall appoint a director to serve the remainder of the departing Board member's term.



Section 5. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee.

Section 6. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) more than 3 unexcused absences from meetings and scheduled events.

Section 7. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairperson or Vice-Chairperson of the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective.

Section 8. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 9. REMOVAL OF DIRECTORS. Any director may be removed, for cause, by the vote of the majority of the Barona Tribal Council. Any vacancy caused by the removal of a director shall be filled as provided in Section 4.

Section 10. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held on the Barona Indian Reservation. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation, to the extent that it is applicable to charter schools.

Section 11. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act") (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code), to the extent that it is applicable to charter schools.

The Board of Directors shall meet at least annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by the Board of Directors.

Section 12. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors.

Section 13. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, or a majority of the Board of Directors, by giving at least 24 hours' notice. The party calling a special meeting shall determine the place, date, and time thereof, provided that the meeting takes place on the Barona Indian Reservation. Only those topics included in the notice may be discussed.

Section 14. QUORUM. A majority of the voting directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote based upon the presence of a quorum. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned.

Section 15. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate via teleconference to the extent permitted by law. Members participating via teleconference may be considered present for voting purposes. Directors may vote telephonically or electronically, provided that identity of the voting director is established using all reasonable means and methods, prior to the vote.

Section 16. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place

Section 17. COMPENSATION AND REIMBURSEMENT. Directors may receive such compensation, if any, for their services as directors or officers, and such reimbursement of expenses, as the Board of Directors may establish by motion or resolution to be just and reasonable as to the corporation at the time that the motion or resolution is adopted.

Section 18. CREATION OF POWERS OF COMMITTEES. The Board, may create one or more committees, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- (a) Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- (b) Fill vacancies on the Board of Directors or any committee of the Board;
- (c) Fix compensation of the directors for serving on the Board of Directors or on any committee;
- (d) Amend or repeal bylaws or adopt new bylaws;
- (e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- (f) Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- (g) Expend corporate funds to support a nominee for director; or
- (h) Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

Section 19. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of



Directors' resolution or, if none, by resolution of the committee. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 20. NON-LIABILITY OF DIRECTORS. No Director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 21. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

## **ARTICLE VIII OFFICERS OF THE CORPORATION**

Section 1. OFFICES HELD. The officers of this corporation shall be a Chairman, a Vice-Chairman and a Secretary/Treasurer. The corporation, at the Board's direction, may also have one or more assistants to each officer, and such other officers as may be appointed under Article VIII, Section 4, of these bylaws. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that the Secretary/Treasurer may not serve concurrently as the Chairman of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, or another officer, to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF OFFICERS. The Board of Directors may remove any officer for cause.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. The Chairman of the Board of Directors shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. The Chairman of the Board of Directors shall also be the chief executive officer. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, the Chairman shall supervise, direct, and control the corporation's activities, affairs, officers and employees as fully described in any applicable

employment contract, agreement, or job specification. The Chairman shall preside at all members meetings and at all Board of Directors' meetings. The Chairman shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 9. VICE-CHAIRMAN. There shall be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 10. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of members, of the Board, and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. TREASURER. The Secretary may also function as the Treasurer, as determined by the Board. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to the members and directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (ii) disburse, or cause to be disbursed, the corporation's funds as the Board of Directors may order; (iii) render to the Chairman of the Board and the Board, when requested, an account of all transactions and of the financial condition of the corporation; and (iv) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

## **ARTICLE IX CONFLICT OF INTEREST**

The Board of Directors shall adopt and comply with a Conflict of Interest Code, which must be reviewed and amended, as needed or required by law.

## **ARTICLE X CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES**

The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in these bylaws and the Barona Charter School Conflict of Interest Code have been fulfilled.



**ARTICLE XI  
LOANS TO DIRECTORS AND OFFICERS**

Section 1. LOANS TO DIRECTORS AND OFFICERS. This corporation shall not lend any money or property to, or guarantee the obligation of, any director; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

**ARTICLE XII  
INDEMNIFICATION**

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

**ARTICLE XIII  
INSURANCE**

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such.

**ARTICLE XIV  
MAINTENANCE OF CORPORATE RECORDS**

- Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:
- (a) Adequate and correct books and records of account;
  - (b) Written minutes of the proceedings of its members. Board, and committees of the Board; and
  - (c) Such reports and records as required by law.

**ARTICLE XV  
INSPECTION RIGHTS**

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties,

and the records of each subsidiary as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date.

## **ARTICLE XVI REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The Board of Directors shall review and approve an annual financial report on or before December 15 of each year. That report shall contain the following information, in appropriate detail:

- (a) The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- (d) The corporation's expenses or disbursement for both general and restricted purposes;
- (e) Any information required under these bylaws; and
- (f) An independent accountant's report.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report the corporation shall include a statement of any transaction or indemnification of the following kind:

- (a) Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
  - (1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
  - (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

**ARTICLE XVII  
BYLAW AMENDMENTS**

The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held and noticed at which a quorum is present, except that no amendment shall change any provisions of the Charter that created the Barona Charter School or make any provisions of these Bylaws inconsistent with that Charter, the corporation's Articles of Incorporation, or any applicable laws.

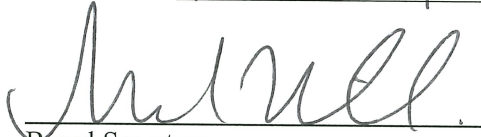
**ARTICLE XVIII  
FISCAL YEAR**

The fiscal year of the Corporation shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of Barona Charter School, Inc., a California nonprofit public benefit corporation; that these bylaws, consisting of 9 pages, are the bylaws of this corporation as adopted by the Board of Directors on 10-21-2024; and that these bylaws have not been amended or modified since that date.

Executed on 10-21-2024 at Lakeside, California.

  
\_\_\_\_\_  
Board Secretary

## **CONFLICT OF INTEREST CODE**

### **Adoption**

The Governing Board hereby adopts this Conflict of Interest Code (“Code”), which shall apply to all governing board members, candidates for member of the board, and all other designated employees of the **Barona Indian Charter School** (“School”).

The Political Reform Act (Government Code section 8100, *et seq.*) requires local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to the amendments in the Political Reform Act. Therefore, the terms of 2 C.C.R. section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the School.

### **Definitions**

“Designated Persons” are board members, officers and employees of the School who hold positions that involve the making or participation in making decisions that may foreseeably have a material effect on any financial interest of that individual. Designated positions within the School are listed in Appendix A attached to this Code and incorporated herein by reference.

“Disclosure Categories” are the descriptions of the types of financial interests Designated Persons in one or more job classifications must disclose on their Form 700. The categories must be tailored to the financial interests affected, and must not require public officials to disclose private financial information that does not relate to their School employment. The Disclosure Categories are listed in Appendix B.

“Form 700” is the Statement of Economic Interest, Form 700 disclosing the reportable investments, interests in real property, business positions, & income required to be reported under the category or categories to which the Designated Person’s position is assigned in Appendix A.

### **Disclosure Statements**

Designated Persons designated positions shall file their Form 700 with the School, which will make the statements available for public inspection and reproduction. Upon receipt of the statements for designated members and employees, the School shall make and retain copies and forward the originals to the **County of San Diego Clerk of the Board of Supervisors**. All other statements will be retained by the School.

Adopted: October 18, 2021

Amended:

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APPENDIX A  
Designated Positions

- I. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in Appendix B (i.e. categories 1, 2, and 3).
- A. Members of the Governing Board
  - B. Candidates for Member of the Governing Board
  - C. Members of Committees of the Governing Board<sup>1</sup>
  - D. Director of Charter School
  - E. Principal/Director
  - I. Consultants<sup>2</sup>
  - J. Other Employees<sup>3</sup>
- II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 1 of Appendix B.
- A. Purchasing Manager
  - B. Assistant Business Officer
  - C. Other Employees<sup>4</sup>
- III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of Appendix B.
- A. Information Systems Technician
  - B. Contractor
  - C. Other Employees<sup>5</sup>

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<sup>1</sup> This category must be included if the committee has members that are not otherwise covered by the other identified categories and the committee possesses decision making authority. Decision making authority is present when the committee: a. may make a final decision; b. may compel a governmental decision or it may prevent a decision either by reason of an exclusion power to initiate the decision or by reason of a veto that may not be overridden; or c. makes substantial recommendations that are, and over an extended period have been, regularly approved without significant amendment or modified by another designated employee.

<sup>2</sup> A consultant will occupy a “designated position” when he/she is contracting with the agency to do the following: 1) Make a governmental decision wither to, among other things, (a) authorize the agency to enter into, modify or renew a contract provided it is the type of contract that requires agency approval; (b) grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract; (c) grant agency approval to a plan, design, report, study or similar item; or (d) adopt or grant agency approval of, policies, standards or guidelines for the agency or for any subdivision thereof; or 2) Serve in a staff capacity with the agency and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a designated position.

<sup>3</sup> “Other Employees” include any employee occupying a position that requires the employee to make a governmental decision that foreseeably and materially affects a personal financial interest, source of income, or a business position in a business entity.

<sup>4</sup> “Other Employees” include any employee with authority to make purchases that may foreseeably and materially affect an investment and/or business position in business entities or who are in a position to influence a governmental decision that may foreseeably and materially affect an investment and/or business position in a business entity.

<sup>5</sup> “Other Employees include employees with authority to make purchases that may foreseeably and materially affect investments and business positions in business entities which provide services, supplies, materials, or equipment in which the employee has authority to purchase.

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APPENDIX B  
Disclosure Categories

**Category 1 Reporting:**

- A. Interest in real property which is located in whole or in part within the geographical service area of the School, including any leasehold, beneficial or ownership interests or option to acquire such interest in real property, if the fair market value of the interest is greater than \$2,000.

(Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly, or beneficially, a ten percent interest or greater.)

- B. Investments in or income from persons or business entities (including gifts, loans and travel payments) which are contractors or sub-contractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the geographical service area of the School.

- C. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the geographical service area of the School.

(Investment includes any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interests.)

(Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly or beneficially, a ten percent interest or greater.)

(Investment does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.)

(No investment or interest in real property is reportable unless its fair market value exceeds \$2,000. No source of income is reportable unless the income received by or promised to the public official aggregates \$500 or more in value or \$50 or more in value if the income was a gift during the preceding 12-month reporting period.)

**Category 2 Reporting:**

- A. Investments in or income from persons or business entities (including gifts, loans and travel payments) which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is Manager or Director. Investments include interests described in Category 1.

**Category 3 Reporting:**

- A. Investments in or income from persons or business entities (including gifts, loans and travel payments) which are contractors or sub-contractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is Manager or Director. Investments include the interests described in Category 1.
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## **PUPIL SUSPENSION AND EXPULSION POLICY**

### **I. Introduction**

This Pupil Suspension and Expulsion Policy (the “Policy”) for Barona Indian Charter School (“School”) has been established in order to promote learning and protect the safety and well-being of all students. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. At the same time, the School intends to provide effective interventions for pupils who engage in acts of problematic behavior to help them change their behavior and avoid exclusion from the School.

Staff shall enforce disciplinary rules and procedures fairly and consistently amongst all students. The Policy will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. The Principal/Director shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy is available on request at the Principal/Director’s office.

Discipline includes, but is not limited to, advising and counseling students, conferring with parents/guardians, detention during and after school hours, community service on or off campus, the use of alternative educational environments, suspension and expulsion. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee’s use of reasonable force necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

A student has the right to be free from the use of seclusion and behavioral restraints of any form imposed as a means of coercion, discipline, convenience, or retaliation by staff. This right includes, but is not limited to, the right to be free from the use of a drug administered to the student in order to control the student’s behavior or to restrict the student’s freedom of movement, if that drug is not a standard treatment for the student’s medical or psychiatric condition. School staff may use seclusion or a behavior restraint only to control behavior that poses a clear and present danger of serious physical harm to the pupil or others that cannot be immediately prevented by a response that is less restrictive. School staff shall avoid, whenever possible, the use of seclusion or behavioral restraint techniques.

School staff shall not do any of the following:

- Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation
- Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to

- use a locked room
- Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back
- Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face
- Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back
- Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

A student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Act (“IDEA”) or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. The School will follow Section 504, the IDEA, the Americans with Disabilities Act of 1990 (“ADA”) and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

A foster child’s educational rights holder, attorney, and county social worker and an Indian child’s tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.

## **II. Suspension**

### **A. Definition**

Suspension is the temporary removal of a pupil from class instruction for adjustment or disciplinary reasons. Suspension does not mean any of the following:

- Reassignment to another education program or class at the School where the pupil will receive continuing instruction for the length of day prescribed by the Board for pupils of the same grade level;
- Referral to a certificated employee designated by the Principal/Director to advise pupils;

- Removal from the class, but without reassignment to another class for the remainder of the class period without sending the pupil to the Principal/Director or designee.

Suspended students shall be excluded from all School and School-related activities unless otherwise agreed during the period of suspension. The School shall consider suspension from School when other means of correction fail to bring about proper conduct or where the student's presence would constitute any likelihood of risk to persons or property or seriously disrupt any educational process.

## **B. Authority**

The Principal/Director or designee may suspend a student from class, classes or the school for a period not to exceed 10 days. The Principal/Director or designee may extend a student's suspension pending final decision by the Board of Directors of the School on a recommendation for expulsion.

On a recommendation for expulsion, the Board of Directors may suspend a special education student being considered for expulsion in accordance with the laws relating to expulsion of special education students.

A pupil may not be suspended or expelled for any of the acts enumerated in this Policy unless the act is related to school activity or school attendance of Barona Indian Charter School. A pupil may be suspended or expelled for acts that are enumerated in this Policy and related to school activity or attendance that occur at any time, including, but not limited to any of the following:

- While on school grounds
- While going to or coming from school
- During the lunch period, whether on or off the school campus
- During, or while going to or coming from a school sponsored activity
- All acts related to school activity or school attendance occurring within the School.

## **C. Grounds**

The Principal/Director may use their discretion to provide alternatives to suspension or expulsion recommendations that are age appropriate and designed to address and correct the student's specific misbehavior. Alternatively, students may be suspended or recommended for expulsion for any of the following acts (whether completed, attempted or threatened) when it is determined the pupil:

- Caused physical injury to another person or willfully used force or violence upon the person of another, except in self-defense
- Possessed, sold or otherwise furnished any firearm, knife, explosive or other dangerous object

unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from an authorized certificated school employee, with the Principal/Director or designee's written concurrence

- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of, any
- controlled substance as defined in Health and Safety Code sections 11053-11058 (including, but not limited to, opiates, hallucinogenic substances, stimulants, depressants and narcotic drugs), alcoholic beverage or intoxicant of any kind
- Unlawfully offered, arranged or negotiated to sell any controlled substance as defined in Health
- and Safety Code sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented the same as a controlled substance, alcoholic beverage or intoxicant
- Committed or attempted to commit robbery or extortion
- Caused or attempted to cause damage to school property or private property
- Stole or attempted to steal school property or private property (as used in this policy, "school property" includes but is not limited to electronic files and databases)
- Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff,
- chew packets, betel and e-cigarettes, whether or not they contain tobacco. However, this section does not prohibit the use or possession by a pupil of his or her own prescription products
- Committed an obscene act or engaged in habitual profanity or vulgarity
- Unlawfully possessed or offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code section 11014.5
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials or other school personnel engaged in the performance of their duties (only to the extent permitted under Education Code section 48901.1).
- Knowingly received stolen school property or private property
- Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm
- Committed a sexual assault as defined in Penal Code sections 261, 266c, 286, 288, 288a, 289, or former section 288a, or committed a sexual battery as defined in Penal Code section 243.4

- Harassed, threatened or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness
- Unlawfully offered, arranged to sell, negotiated to sell or sold the prescription drug Soma
- Engaged in, or attempted to engage in, hazing. “Hazing” means a method of initiation or pre- initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current or prospective pupil. “Hazing” does not include athletic events or school-sanctioned events.
- Engaged in an act of bullying. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils directed toward one or more pupils that has or can be reasonably predicated to have the effect of one or more the of the following:
  - Placing a reasonable pupil(s) in fear of harm to that pupil(s)’ person or property;
  - Causing a reasonable pupil to experience a substantially detrimental effect on the pupil’s physical or mental health;
  - Causing a reasonable pupil to experience substantial interference with the pupil’s academic performance;
  - Causing a reasonable pupil to experience substantial interference with the pupil’s ability to participate in or benefit from the services, activities, or privileges provided by a school.

An electronic act, for purposes of the immediately preceding paragraph, means the transmission, by means of an electronic device, including but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including but not limited to, any of the following:

- A message, text, sound or image
- A post on a social network Internet website including, but not limited to:
  - Posting to or creating a burn page. “Burn page” means an Internet Web site created for the purpose of having one or more of the effects listed above
  - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated
  - Creating a false profile for the purpose of having one or more of the effects listed above. “False profile” means a profile of a fictitious pupil or a profile

- using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - An act of cyber sexual bullying
    - For purposes of this section, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described above. A photograph or other visual recording shall include the depiction of a nude, semi-nude or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act
    - Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political or scientific value or that involves athletic events or school-sanctioned activities.
  - An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet
  - A “reasonable pupil” means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill and judgment in conduct for a person that age, or for a person of that age with the pupil’s exceptional needs.
- Made terrorist threats against school officials and/or school property. For the purpose of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of \$1,000.00, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of charter school property, or the personal property of the person threatened or his/her immediate family
- For students in grades 4 to 8, committed sexual harassment
- Caused or participated in an act of hate violence
- Carried, possessed, sold or otherwise furnished an electronic signaling device
- Committed vandalism/malicious mischief
- Violated academic ethics
- Falsified or misinterpreted notes or phone calls of parents or guardians
- Falsely activated fire alarm
- Habitually violated the dress code
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class



work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment

- Discriminated against, harassed, intimidated, and/or bullied any person or groups of persons based on the following actual or perceived characteristics: disability, gender, nationality, race or ethnicity, religion, sexual orientation, gender identity, gender expression or association with one or more of these actual or perceived characteristics. This policy applies to all acts related to school activity or school attendance occurring within the school
- A pupil who aids or abets, as defined in section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this policy, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury may be recommended for expulsion.

**Attendance of Suspended Child's Parent or Guardian for Portion of School Day** - A teacher and/or the Principal/Director may require a parent or guardian of a pupil who has been suspended by a teacher pursuant to Section 48910 for either committing an obscene act or engaging in habitual profanity or vulgarity to attend a portion of a school day in the classroom in the classroom of his or her child or ward.

#### **D. Procedures Required to Suspend**

##### **Step One**

The Principal/Director shall investigate the incident and determine whether or not it merits suspension.

*Searches:* In order to investigate an incident, a student's attire,<sup>1</sup> personal property, vehicle or school property, including books, desks, school lockers, computers and other electronic devices, may be searched by the Principal/Director or designee who has reasonable suspicion that a student has violated or is violating the law or the rules of the school. *Illegally possessed items shall be confiscated and turned over to the police.*

##### **Step Two**

Unless a student poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, a suspension will be preceded by an informal conference between the Principal/Director and the student in which the student shall be orally informed of the reason for the suspension, the evidence against the student, the other means of correction that were attempted before the suspension and be given the opportunity to present informal proof of their side of the story. If the student poses a continuing danger to persons or property or an ongoing threat of

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<sup>1</sup> This does not include removing clothing to permit visual inspection of the under clothing, breasts, buttocks or genitalia of the pupil.

disrupting the academic process, the informal conference will be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason, including, but not limited to, hospitalization or detention in a correctional facility.

At the time of the suspension, a School employee shall make a reasonable effort to contact the parent/guardian by telephone or in person to inform them of the suspension and the reasons therefor and it may state the date and time when the student may return to school.

If a student is suspended without the informal conference, both the student and the parent/guardian will be notified of a student's right to return to school for the purpose of a conference.

### **Step Three**

The Principal/Director determines the appropriate length of the suspension (up to 10 days). When suspensions do not include a recommendation for expulsion, they shall not exceed 10 consecutive school days per suspension.

### **Step Four**

The **Principal/Director** fills out a Notice of Suspension Form, a copy of which will be sent to the student's parent/guardian and to the student. A copy of this form is also placed in the student's cumulative file at the School. The Notice of Suspension Form shall state the fact of suspension, its duration and the specific offense committed by the student. In addition, the notice may state the date and time when the student may return to school. Additionally, if the School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request the parent/guardian to respond to such requests without delay.

### **Step Five**

The Principal/Director determines whether the offense warrants a police report. The Principal/Director will report certain offenses identified under Education Code section 48902 to law enforcement authorities.

When Principal/Director releases a minor pupil to a peace officer for the purpose of removing the minor from the school premises, the Principal/Director shall take immediate steps to notify the parent, guardian or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, unless the minor has been taken into custody as a victim of suspected child abuse.

### **Step Six**

The Principal/Director may require the student and their parent/guardian to sign a contract that states the conditions that the student is expected to meet while at the School. Copies of the signed contract are kept by the school and given to the parent/guardian.

### **Step Seven**

Upon the request of a parent/guardian/educational rights holder/student, a teacher shall provide to a student in any of grades 1 to 8 who has been suspended from the School for two or more

school days, the homework that the pupil would otherwise have been assigned. If a homework assignment that is requested and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

### **Special Education and Section 504 Student Suspensions**

When suspensions involve special education students or students with a 504 plan, a manifestation determination meeting shall be held within ten (10) school days of any decision to change the placement of a student with a disability because of a violation of a code of student conduct. The Principal/Director shall notify the student's special education teacher or regular education teacher when the student's cumulative days of suspension for that school year reaches eight. That teacher shall promptly notify Principal/Director or Special Education Teacher/Director of the potential need for the manifestation determination meeting. The manifestation determination meeting shall include School officials, the parent, and relevant members of the student's IEP Team or 504 Plan Team (as determined by the parent and School).

The student shall be treated as a general education student for disciplinary purposes, except to the extent that educational services must continue, if at the manifestation determination meeting the following are both determined in the negative, after reviewing all relevant information in the student's file, including the student's IEP or 504 Plan, any teacher observations and any relevant information provided by the parents: 1) the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability under the IDEA or section 504; or 2) the conduct in question was the direct result of School's failure to implement the IEP or 504 Plan. If it is determined at the manifestation determination meeting that 1) or 2) is answered in the affirmative, the conduct is deemed a manifestation of the disability.

If the conduct is deemed a manifestation of the disability, the IEP Team or 504 Plan Team must conduct a functional behavioral assessment (or other appropriate assessment for the 504 student), create a plan and implement it, or if the plan is preexisting, review it and modify it as necessary to address the behavior.

In the case of a manifestation of a disability, the student will be returned to the placement from which they were removed, unless School and parent agree to a change of placement as part of the modification of the behavioral intervention plan or updated 504 Plan.

The special education student may be removed from school to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student: 1) carries a weapon to or possesses a weapon at school, on school premises or to or at a school function under the jurisdiction of School; 2) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of School; or 3) has inflicted serious bodily injury upon another person while at school, on school premises, or at

a school function under the jurisdiction of School.

School is required to notify parents of a disciplinary decision and to provide them with the procedural safeguards notice described in 34 C.F.R. § 300.504.

### **III. Expulsion**

#### **A. Definition**

Expulsion means removal of a student from (1) the immediate supervision and control, or (2) the general supervision, of school personnel.

#### **B. Authority**

A student may be expelled either by the Board following a hearing before it or by the Board upon a recommendation of an Administrative Panel to be assigned by the Board Chair as needed. The Panel may recommend expulsion of any student found to have committed an expellable offense.

The Board, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class or program that is deemed appropriate for the rehabilitation of the pupil [or other conditions such as good behavior, attendance, etc.]. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in their child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the pupil has satisfactorily completed the rehabilitation program.

#### **C. Grounds for Expulsion**

##### **Category I Expulsions – Mandatory Recommendation for Expulsion**

The Principal/Director shall immediately suspend a student, and recommend for expulsion, a student who has committed one or more of the following acts:

- Possessing, selling or otherwise furnishing a firearm when a school employee verifies firearm possession, unless the student obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or designee
- Brandishing a knife at another person
- Unlawfully selling a controlled substance
- Committing or attempting to commit a sexual assault or committing a sexual battery
- Possession of an explosive

## **Category II Expulsions – Recommendation for Expulsion Required, Unless Inappropriate Under the Circumstances**

A student who has committed one of the following acts of misconduct must be recommended for expulsion, unless the Principal/Director determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct.

- Causing physical injury to another person, except in self-defense
- Possession of any knife, explosive or other dangerous object of no reasonable use to the student
- Unlawful possession of any controlled substance, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis or for possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician
- Robbery or extortion
- Assault or battery on a school employee

## **Category III Expulsions – Discretionary Expulsion Recommendation**

In the discretion of the Principal/Director or designee, any act that warrants suspension may warrant expulsion.

In no event, however, will a student be expelled for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials or other school personnel engaged in the performance of their duties.

### **D. Procedures to Expel a Student**

#### **Step One**

Principal/Director investigates the incident and determines whether the offense results in a suspension. If so, the Principal/Director follows the procedures to suspend the student as outlined above.

#### **Step Two**

In the discretion of Principal/Director, a student's suspension may be extended pending expulsion.

A meeting is held within 2 school days of the student's suspension to extend the suspension. The student and their parent/guardian are invited to attend this meeting with Principal/Director or designee. The Chair of the Board or designee may also be present.

At this meeting, the offense and the repercussions are discussed. An extension of the suspension may be granted only if the Principal/Director or designee has determined, after the meeting, that the presence of the student at the School would cause a risk to persons or property or a threat of disrupting the instructional process. If the student has committed an offense that requires a mandatory expulsion recommendation, this is discussed so that it is understood by all parties. The purpose of the meeting is to decide upon the extension of the suspension order and may be held in conjunction with the initial meeting with the parents after the suspension.

#### **Step Three**

**The School shall send a letter to the student and parent/guardian regarding the expulsion hearing. The**  
STUDENT POLICY #6 –PUPIL SUSPENSION AND EXPULSION POLICY

expulsion hearing shall be held no later than 30 school days of the date that expulsion is recommended, unless a brief extension is requested by the student or their parent/guardian.

The letter shall be sent via certified mail to the student and their parent/guardian to the address reflected in the pupil's student file at least 10 calendar days before the date of the hearing. The letter shall notify the student and parent/guardian when and where the expulsion hearing will take place and the rights of the student with respect to the hearing, including:

- The date and place of the expulsion hearing;
- A statement of the facts, charges and offenses upon which the proposed expulsion is based;
- A copy of the School's disciplinary rules relating to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the School to any other school district or school to which the student seeks enrollment;
- The opportunity for the student or the student's parent/guardian to appear in person and/or to employ and be represented by counsel or an advocate;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to present testimony, evidence and witnesses and confront and question witnesses who testify at the hearing; If the revelation of the name of a student witness or requiring that the student testify could subject the student to risk, statements and reports of such students may be relied on in lieu of live testimony and student's names do not have to be revealed;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witness testimony.

#### **Step Four**

The Principal/Director shall maintain documents that may be used at the hearing and make them available for review by the student and/or their parent/guardian. These papers may include, but are not limited to, the following: A record of previous infractions; a statement of the facts surrounding the case made by Principal/Director; a statement of the facts surrounding the case made by a witness; a law enforcement agency's report; and any other relevant matter.

#### **Step Five**

An expulsion hearing shall be held before the Barona Indian Charter School Board of Directors or an Administrative Panel. A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and a complete written transcription of the proceedings can be made.

While the technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A decision by the Board of Directors to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on evidence produced at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay evidence, although sworn declarations may be admitted as testimony from witnesses who are determined by the Board of Directors that disclosure of their identity or live testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

#### **Step Six**

If an Administrative Panel conducts the hearing, the Panel's recommendation to the Board of Directors shall be in writing, with findings of fact, and the Board of Directors will make a final determination regarding the expulsion. The final decision by the Board of Directors shall be made within 10 days following the conclusion of the hearing, or within 40 school days after the date of the pupil's removal from the School for the incident for which the recommendation for expulsion is made. If the Board of Directors decides not to recommend expulsion, the pupil shall be reinstated and permitted to return to classroom programs. The decision of the Board of Directors shall be final.

#### **Step Seven**

The Principal/Director, or designee, following a decision of the Board of Directors to expel a student, shall send written notice of the decision to expel, including the Board of Director's findings of fact, to the student or parent/guardian. The notice shall include the following:

- Notice of the specific offense committed by the student;

- Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status within the charter school; and
- The date when the student can be reviewed for readmission, and a description of the process by which readmission is conducted.

Within 30 days of the decision to expel, the Principal/Director shall send written notice of the decision to expel to the student's district of residence and the Lakeside Union School District. This notice shall include the student's name and the specific expellable offense committed by the student.

### **Step Eight**

Expelled students are responsible for seeking alternative education programs, including but not limited to, programs within the County or their school district of residence.

### **Step Nine**

The school shall maintain records of all student suspensions and expulsions at the school site. Such records shall be made available for Lakeside Union School District's review upon request.

Students who are expelled from the charter school shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors, or its designee, at the time of the expulsion order, which may include, but is not limited to, a periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the school for readmission.

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board of Directors or its designee following a meeting with the Principal/Director and the pupil and parent/guardian to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal/Director shall make a recommendation to the Board of Directors or designee following the meeting regarding their determination. The pupil's readmission is also contingent upon the school's capacity and any other admission requirements in effect at the time the student seeks admission or readmission.

Adopted: May 23, 2022

Amended: September 16, 2024



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

Approval of Board Minutes

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

It is recommended to approve the following minutes of the Governing Board Meetings below with any necessary modifications:

\*January 16, 2025

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Recommended Action:**

☐ Informational

☐ Denial/Rejection

☐ Discussion

☐ Ratification

☒ Approval

☐ Explanation: Click here to enter text.

☐ Adoption

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**Originating Department/School:** Superintendent

**Submitted/Recommended By:**

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



Rachel Camarero, Executive Assistant



Dr. Rhonda Taylor, Superintendent

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

Administration:

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



Board of Trustees:

JIM BENNETT  
 AUTUMN ELLENSON  
 ANDREW HAYES  
 LARA HOEFER MOIR  
 RON KASPER

*Minutes of the Regular Meeting of the Board of Trustees*

January 16, 2025  
 District Administration Center

- |   |  |
|---|--|
| <p>A. The regular meeting of the Lakeside Union School District Board of Trustees was called to order at 5:15 p.m. by Lara Hoefer Moir, President with the following members present: Autumn Ellenson, Vice President; Jim Bennett, Clerk; Andrew Hayes, Member; and Ron Kasper, Member. Also in attendance were Dr. Natalie Winspear, Assistant Superintendent; Robin Ballarin, Assistant Superintendent and Lisa Davis, Assistant Superintendent. Rachel Camarero was present to record the minutes. Dr. Rhonda Taylor, Superintendent, was absent for the meeting.</p>   | <p>Call to Order</p>   |
| <p>B. There were no requests to speak to the Board.</p>   | <p>Public<br/>Comments</p>   |
| <p>C. At 5:15 p.m., the Governing Board moved to closed session to discuss the following: 1) Conference with Legal Counsel-Existing Litigation; Education Code § 54956.9(a)-San Diego Superior Court Case No: 37-2023-00055188-CU-PO-CTL 2) Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.</p>   | <p>Closed Session</p>  |
| <p>D. The Board reconvened at 6:00 p.m. President Hoefer Moir welcomed visitors and reported on closed session items:</p> <ol style="list-style-type: none"> <li>1. No action was taken on Conference with Legal Counsel-Existing Litigation; Education Code § 54956.9(a)-San Diego Superior Court Case No: 37-2023-00055188-CU-PO-CTL</li> <li>2. No action was taken on Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.</li> </ol> <p>Students from Lakeview led the pledge of allegiance. Following the pledge, Principal Tiger Rowan shared highlights from the school and programs. Principal Tiger spoke on Lakeview's goal to work on test scores this year by working with Math Transformations, and focusing on student writing. Principal Tiger emphasized he is very confident in these goals because of the amazing staff at Lakeview, who are the heart of the school!</p> | <p>Reconvene<br/>Welcome<br/>Visitors</p> <p>Closed Session<br/>Report</p> <p>Flag Salute<br/>Lakeview<br/>Spotlight</p>             |
| <p>E.</p> <ol style="list-style-type: none"> <li>1. At 6:17 p.m., the Governing Board opened a public hearing to receive input regarding the Financial Disclosure of the Collective Bargaining Agreement with the Lakeside teachers Association for the 2024-2025 school year. There were no requests to speak to the Board.</li> <li>2. <u>It was moved</u> by Member Hayes and seconded by Member Kasper to approve the Disclosure of the Collective Bargaining Agreement for the Tentative Agreement between the District and the Lakeside Teachers Association in the approximate amount of \$377,619, including fringe benefits for the 2024-25 school year.</li> </ol>  | <p>LTA Financial<br/>Disclosure<br/>Collective<br/>Bargaining<br/>Public Hearing</p> <p>Approve LTA<br/>Financial<br/>Disclosure</p> |

<p>3. <u>It was moved</u> by Member Hayes and seconded by Vice President Ellenson to approve the Tentative Agreement with the Lakeside Teachers Association to resolve negotiations for the 2024-25 school year.</p>	<p>Approve LTA Tentative Agreement</p>
<p>F. Clerk Bennett wished all a Happy New Year!</p> <p>Member Hayes wished everyone a Happy New Year and thanked members of the public with the partial shut-down of schools because of the SDGE wind event. Member Hayes is hearing positive news with the State budget.</p> <p>Member Kasper thanked Principal Tiger and the Lakeview team. He took note of the partial shut-down of schools due to the Red Flag warning. He remarked that he is looking forward to more visits to school sites in the 2<sup>nd</sup> half of the school year.</p> <p>Vice President Ellenson thanked Dr. Taylor and staff for the close monitoring of weather this week. She invited all to the District Book Club, “Anxious Generation” which will occur on January 29<sup>th</sup>.</p> <p>President Hoefer Moir took a moment to recognize the loss of two outstanding community members, Brenda Van Ommering and Terry Burke-Eiserling, who will be missed greatly.</p>	<p>Trustee Reports and Comments</p>
<p>G. There will no requests to speak to the Board.</p>	<p>Public Comments</p>
<p>H. Dr. Natalie Winspear read a Proclamation to honor LUSD Governing Board Members for their service and commitment to our students and schools.</p>	<p>Recognition of the LUSD Board</p>
<p>I. <u>It was moved</u> by Clerk Bennett and seconded by Member Hayes to designate items to the Consent Agenda with the exception of item 2.2 and 4.9. The motion carried unanimously to designate Items of Business 2.1, 3.1, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.10, 5.1, 5.2, 6.1 to the consent agenda.</p>	<p>Board Consent Agenda</p>
<p>1.1 <u>It was moved</u> by Vice President Ellenson and seconded by Member Kasper to adopt all items of the consent agenda:</p>	<p>Items of Business</p>
<p>1.2 There was no discussion on items.</p>	<p>Discussion</p>
<p><u>SUPERINTENDENT</u></p>	
<p>2.1 A motion to adopt the minutes of the special board meeting of December 12, 2024 and the organizational board meeting of December 19, 2024.</p>	<p>Adopt Minutes</p>
<p><u>HUMAN RESOURCES</u></p>	
<p>3.1 A motion to approve/ratify Personnel Assignment Order 2025-09.</p>	<p>Adopt PAO</p>
<p><u>BUSINESS SERVICES</u></p>	
<p>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.</p>	<p>Approve Bus Reports</p>

I. BUSINESS SERVICES (CONTINUED)

- |   |   |
|---|---|
| 4.2 A motion to approve the 2023-24 annual audit report, prepared by Wilkinson, Hadley, King & Co., per Education Code 41020.3, stating that the governing body review the annual audit for the prior year by January 31 of each year. There were no findings cited.  | Approve<br>Annual Audit<br>Report 2023-24                 |
| 4.3 A motion to approve the amended work calendar for California Employees Association and its Chapter 240 to add a non-work day on November 10, 2025.  | Approve CSEA<br>Work Calendar                             |
| 4.4 A motion to approve the the new Psychologist, Nurse, Speech Language Pathologist, Counselor, Licensed Mental Health Clinician and Special Education Teacher salary schedule for 2024-25, due to a recent requirement in the STRS audit. The salary schedules also reflect a 1.07% increase, effective July 1, 2024. | Approve SPED<br>Salary<br>Schedules                       |
| 4.5 A motion to approve the updated certificated salary schedule for 2024-25 in correlation to the Tentative Agreement with the Lakeside Teachers Association to reflect a 1.07% increase, effective July 1, 2024.  | Approve<br>Teachers Salary<br>Schedule                    |
| 4.6 A motion to approve the updated certificated and classified management and confidential salary schedules for 2024-25 to reflect a 1.07% increase, effective July 1, 2024.   | Approve<br>Manager and<br>Confidential<br>Salary Schedule |
| 4.7 A motion to approve the updated Classified Substitute Salary Schedule to reflect the 0.8% increase effective January 1, 2025.   | Approve<br>Classified<br>Substitute<br>Salary Schedule    |
| 4.8 A motion to approve the following annual contracts for the 2024-2025 school year: A) Eastern San Diego County Junior Fair (MAINT), B) El Capitan Stadium Association (MAINT), C) The Stepping Stones Group (SPED), D) PIQE (Pupil Services), E) Kassandra Bodell (SPED).  | Approve<br>Annual<br>Contracts                            |
| 4.9 A motion to approve the following gifts the District: A) Christian Brothers (Riverview-Bike Giveaway), B) Jazmin Griffin (TDS Band Drum Set), C) Riverview PTA (Raz Kids), D) Lindo Park PTA (Field Trip transportation), E) Lakeview PTA (Field Trip Transportation).  | Approve Gifts<br>to the District                          |
| 4.10 A motion to approve the donations made to the district from July 2024-December 2024 from the LUSD-approved crowd-funding site, <a href="http://www.donorschoose.org">www.donorschoose.org</a> . These donations totaled \$2,817.21.  | Approve<br>Donors Choose<br>Donations                     |

EDUCATION SERVICES

- |   |                           |
|---|---------------------------|
| 5.1 A motion to dispose of outdated English Language Arts Middle school materials because of new curriculum adoption. | Disposal of<br>Curriculum |
| 5.2 A motion to approve each school sites School Accountability Report Cards (SARC) for school year 2022-2023.        | Approval of<br>SARCs      |

BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND/OR EXHIBITS

6.1 A motion to adopt Board Policy and Regulation 4161/4261/4361: Leaves

Adopt BP/AR  
4161,4261,4361

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

I. PULLED ITEMS

2.2 It was moved by President Lara Hoefer Moir and seconded by Member Hayes to adopt a revised 2025 Board Meeting and Board Study Session calendar. The suggested changes are replacing the September 11, 2025 regular board meeting to September 10, 2025. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).

Adopt Revised  
Board Calendar

4.9 It was moved by Member Kasper and seconded by Vice President Ellenson to approve the following gifts to the District: A) Christian Brothers (Riverview-Bike Giveaway), B) Jazmin Griffin (TDS Band Drum Set), C) Riverview PTA (Raz Kids), D) Lindo Park PTA (Field Trip transportation), E) Lakeview PTA (Field Trip Transportation). Clerk Bennett and Vice President Ellenson remarked on the generosity of Christian Brothers to donate bikes to Riverview International Academy, the second year of donations to the District. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).

Accept Gifts to  
the District

J. 1. Review of Enrollment Report for Month 4 from November 11 – December 6, 2024. There were no comments.

Enrollment  
Report

2. The Board discussed the required Ethics Training for board members.

Ethics Training

3. First Reading of Board Policy and Administrative Regulation 1250: Visitors/Outsiders. The Board will adopt at the next meeting.

BP/AR 1250

4. First Reading of Board Policy and Administrative Regulation 3515.5: Sex Offender Notification. The Board will adopt at the next meeting.

BP/AR 3515.5

5. First Reading of Board Bylaw 9240: Board Training. The Board will adopt at the next meeting.

BB 9240

K. 1A. Kerry Strong, LTA President, was not present.

LTA President


1B. David Myers, CSEA President, was not present.

CSEA  
President

2A. Lisa Davis, Assistant Superintendent, spoke about the January state budget proposal. She noted that the Governor will move tax collections for Los Angeles fire impacted residents to October which will significantly impact the next year's budget. She stated next year's COLA has been projected at 2.4%. She reminded the Board, Barona Indian Charter School will be up for renewal in the next two months. She updated the board on purchasing emergency equipment, such as generators and MiFi devices for power outages.

Assistant  
Superintendent  
Lisa Davis

- |   |  |
|---|--|
| 2B. Robin Ballarin, Assistant Superintendent, stated she was looking forward to the employee and teacher of the year nominations.   | Assistant<br>Superintendent<br>Robin Ballarin          |
| 2C. Dr. Natalie Winspear is looking forward to the District-wide Professional Development day on January 31 <sup>st</sup> . She mentioned that LCAP season is approaching and the District will be receiving input from students, staff and families. She remarked that over 50% of teachers have done professional development in English Language Development which has strengthened the District's testing capabilities. She noted the Feeding America program started at Lindo Park last month. | Assistant<br>Superintendent<br>Dr. Natalie<br>Winspear |
| 2D. Dr. Taylor was absent due to illness for closing comments.  | Superintendent<br>Dr. Rhonda<br>Taylor                 |
| L. President Hoefer Moir asked if there was any further business to come before the board. There being none, the president declared the regular board meeting adjourned at 6:48 p.m.  | Adjournment  |

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

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Jim Bennett  
Clerk of the Board

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** 2/13/25

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**Agenda Item:**

CSBA Delegate Assembly Election

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

The Board is requested to select up to six (6) candidates for the California School Boards Associations' Delegate Assembly for Region 17 (San Diego County).

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

☐ **Informational**      ☐ **Denial**  
☒ **Select**      ☐ **Ratification**  
☐ **Approval**      ☐ **Explanation:** Click here to enter text.

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

**Submitted/Recommended By:**

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

  
Rachel Camarero, Executive Assistant

  
Dr. Rhonda Taylor, Superintendent



***REQUIRES BOARD ACTION***

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **MONDAY, MARCH 17, 2025**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2025 DELEGATE ASSEMBLY BALLOT  
REGION 17  
(San Diego County)

Number of seats: 6 (Vote for no more than 6 candidates)

---

*Delegates will serve two-year terms beginning April 1, 2025 - March 31, 2027*

*\*denotes incumbent*

<input type="checkbox"/>	Barbara Avalos (National SD)	<input type="checkbox"/>	Zenaida Rosario (San Ysidro ESD)
<input type="checkbox"/>	Jane Lea Smith (San Dieguito Union HSD)	<input type="checkbox"/>	Barbara Ryan (Santee SD)*
<input type="checkbox"/>	Elva Lopez-Zepeda (Sweetwater Union HSD)*	<input type="checkbox"/>	Cipriano Vargas (Vista USD)*
<input type="checkbox"/>	Rena Marrocco (Vista USD)	<input type="checkbox"/>	Bob Weller (Escondido Union HSD)
<input type="checkbox"/>	Susan Martin (Vista USD)		

---

*Provision for Write-in Candidate Name*

---

*School District*

---

*Signature of Superintendent or Board Clerk*

---

*Title*

---

*School District Name*

---

*Date of Board Action*

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



## **REGION 17 – 23 Delegates (17 elected/6 appointed◆)**

**Director: Eleanor Evans (Oceanside USD)**

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

**\*Please note as of 2025, region 17 will have 1 loss of an elected seat and 1 loss of an appointed seat (Sweetwater Union HSD)**

### **County: San Diego**

Sabrina Bazzo (San Diego USD)◆, appointed term expires 2025

Maria Betancourt-Castaneda (National SD), term expires 2026

Stacy Carlson (San Marcos USD), term expires 2025

Marti Emerald (Sweetwater Union HSD)◆, appointed term expires 2026

Eddie Jones (Fallbrook Union HSD), term expires 2026

Julie Kelly (Vista USD), term expires 2026

Melissa Krogh (Warner USD), term expires 2025

Rudy Lopez (San Ysidro ESD), term expires 2026

Elva Lopez-Zepeda (Sweetwater Union HSD), term expires 2025

Gee Wah Mok (Del Mar Union SD), term expires 2026

Dawn Perfect (Ramona USD), term expires 2026

Cody Petterson (San Diego USD)◆, appointed term expires 2025

Barbara Ryan (Santee SD), term expires 2025

Dr. Don Sauter (Jamul-Dulzura Union ESD), term expires 2026

Arturo Solis (Sweetwater Union HSD)◆, appointed term expires 2025

Rhea Stewart (Cardiff SD), term expires 2026

Marla Strich (Encinitas Union ESD), term expires 2026

Cipriano Vargas (Vista USD), term expires 2025

Sharon Whitehurst-Payne (San Diego USD)◆, appointed term expires 2026

Vacant, term expires 2025

Vacant, term expires 2025

Vacant (Poway USD)◆, appointed term expires 2025

### **County Delegate:**

Guadalupe Gonzalez (San Diego COE), term expires 2025

<b><u>County</u></b>
----------------------

San Diego

## View results

Respondent

70

Anonymous

66:30

Time to complete

1. I have been... \*

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Barbara Avalos

3. Full name \*

Barbara Avalos

## 4. Region/subregion \*

17



## 5. Name of District or COE \*

National School District

## 6. Years on board \*

12 years as board member, then there was a break of two years, and I got re-elect in 2023.

## 7. Profession

Pre-Need Counselor for La Vista Cemetery

## 8. Contact number \*

(619) 7720528

## 9. Primary email address \*

bavalos@nsd.us

## 10. Are you an incumbent Delegate? \*

☐ Yes

☒ No

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

I am interested in becoming a Delegate because "Representation Matters." I believe that California School Board Association will provide me with the opportunity to learn more about what other districts are doing to improve the results for their students. The skills and experience I bring to the Delegate Assembly are based on my full commitment to my school position where I have been involved in the Selection Committee for the Superintendent, Assistant Superintendent, Director and Principal searches. I have successfully participated in the Masters of Governance training, which enables me to understand policies and regulations to better serve my community, knowledge that can be used to improve the quality of services for the students and teachers. As an articulate board member for my school district, I am ready to collaborate and advocate for policies that will benefit our public schools system.

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

I am a fully engaged member of my community, as I am a strong believer that elected officials must listen to their constituents to better serve their needs. I am a member of San Diego League of United Latin American Citizens (LULAC) (an affiliate of California LULAC and National LULAC), and San Diego Black American Political Association of California (BAPAC,) and also attended Asian Political Initiative (API) meetings to learn about the needs and achievements of these groups. I am a founding member of Old Town Foundation (OTNC ) that allows me to support the students and their families by promoting pride towards their own city, the City of National City in San Diego, California. Through OTNC I collaborate in their local events, providing food donations, backpacks and educational entertainment for our community.

I have also served on the Board of Directors of the San Diego Organizing Project (SDOP), where I was instrumental in the effort to remove hazardous waste from auto/body shops dangerously close to our schools.

I serve as the President for Teatro Máscara Mágica, a well known local Theater that provides free tickets to plays for students in local schools, developing their appreciation for the Visual and Performing Arts.

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

As I review state funding budget for education, I see this factor as number one for CSBA to focus on, and as delegates come up with ways to change favorably the funding formula for our public school system.

I believe providing funding based on enrollment instead of attendance would enable school districts to better meet their students needs.

Another challenge is meeting the needs of our English Language Learners and address cultural diversity, where I see great need for funding to train teachers with the most effective teaching strategies that fully include teaching and learning diverse modalities.

Also, another challenge is the hiring of administrators who are fully trained in a diverse multi-ethnic and multi-cultural community, and appreciate the wealth of knowledge that everyone brings to our communities. CSBA can support our districts by providing specific trainings in the areas mentioned here.

## View results

Respondent

50

Anonymous

84:00

Time to complete

1. I have been... \*

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Barbara Ryan

3. Full name \*

Barbara Ryan

## 4. Region/subregion \*

17



## 5. Name of District or COE \*

Santee School District

## 6. Years on board \*

45

## 7. Profession

Retired

## 8. Contact number \*

619-701-5751

## 9. Primary email address \*

barbara.ryan@santeesd.net

## 10. Are you an incumbent Delegate? \*

☒ Yes☐ No

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

Given the challenges that many school districts are facing, I wish to continue making sure that all voices are heard and that schools are well-represented at the state and federal levels. Having worked for an elected official, I have the experience and knowledge to communicate with our elected officials regarding issues of concern and make recommendations when appropriate. It has been my privilege to work with our representatives to assure they are aware of the challenges we face and are responsive to the needs of students.

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

I serve on several committees in our district and currently serve as Board President. I serve as a member of the San Diego County School Boards Association and have served in the roles of President, Vice President, Treasurer and Legislative Representative. I have also served on several CSBA committees (listed in my Biography).

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

The two biggest challenges for governing boards from my perspective are funding and mental health services for students. CSBA, as always, is very helpful in working with districts and the state legislature to assure that fair and equitable funding is available to all districts. That will likely be another big challenge when the legislature is back in session and dealing with the budget. The other major issue from my perspective is the mental health of our students. So many students have struggled due to the pandemic and the impact on school attendance and student health. CSBA has taken this on as a major issue as well, but it will likely take more time than we expected to return to what was once the norm.



# **BARBARA RYAN**

## **Biography**

### **SCHOOL BOARD SERVICE**

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- **Santee Board of Education**
  - First elected in 1979
  - Re-elected in 1981 to 2026
  - Served as President, Vice President, Clerk and Legislative Representative
  - Currently serves as Legislative Representative
- **San Diego County School Boards Association**
  - Served as President, Vice President, Treasurer and Legislative Representative
- **California School Boards Association**
  - Currently:**
    - Member, Delegate Assembly
    - Member, Legislative Network
    - Member, 2023 Candidate Review Committee
  - Served as:**
    - Legislative Relations Chair
    - Member, Legislative Committee
    - Member, Coordinated Children's Services Task Force
    - Member, School Facilities Task Force
    - Member, Welfare Reform Committee
    - Member, Health Task Force
    - Member, Condition of Children Council

### **COMMUNITY SERVICE (Past and Present)**

---

- SAY San Diego, Board of Directors
- First 5 San Diego, Commission Member
- San Diego Commission on Children, Youth and Families
- Children's Initiative Board of Directors
- Foster Grandparents Board of Directors
- Serra Mesa Planning Group Executive Board
- Kearny Mesa Planning Group Executive Board
- School Site Council
- PTA Executive Board
- East County YMCA Board
- Santee Chamber of Commerce

### **AWARDS ACCOMPLISHMENTS**

---

- East County Chamber of Commerce Women in Leadership Award
- SDCSBA Board Member of the Year
- Champion for Children Award, Voices for Children
- YWCA Tribute to Women in Business Award
- President's Award, Santee Chamber of Commerce
- California Assembly Woman of the Year
- PTA Continuing Service Award
- PTA Honorary Service Award
- Citizen of the Year, Phi Delta Kappa
- Citizen of the Year, Santee Kiwanis Club

### **PROFESSIONAL**

---

- Retired, Vice President, Government Affairs and Advocacy – Rady Children's Hospital-San Diego

## View results

Respondent

90

Anonymous

21:41

Time to complete

1. I have been... \*

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Bob Weller

3. Full name \*

Bob Weller

## 4. Region/subregion \*

17



## 5. Name of District or COE \*

## 6. Years on board \*

## 7. Profession

## 8. Contact number \*

## 9. Primary email address \*

## 10. Are you an incumbent Delegate? \*

☐ Yes☒ No

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

I have been on the Board for 2 years and will be President in 2025. The legislative, regulatory and political requirements on School Boards are overwhelming. CSBA helps board members, especially new board members, come up to speed quickly and make sure their fiduciary duties are being followed legally.

I am a California native and Los Angeles Unified School District graduate. I know what it is like to have gone to public schools in California when we were #1 in the nation. I want to restore greatness to our public schools.

My skills and experiences extend over 40 years in finance. Working in New York City as an analyst in the government bond financing department has given me unique experience in forecasting and applying real world government funding. For the last 20 years I have helped families finance their homes in San Diego county as a Mortgage Strategist. I am deeply committed to helping our students and families succeed and thrive in the extremely challenging regulatory and financial California environment.

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

I have been the Board Vice President for the last year and will be President in 2025. I have worked on the Ethnic Studies Curriculum design. We have added a 3rd year of math to help increase our Math CAASPP score. I'm working closely with our new Superintendent to make our Mission and Vision more relevant and measurable.

Other boards I have worked on/currently work on:

Clairemont Planning Commission: Worked with local leaders and elected officials to implement a more livable environment in the Clairmont neighborhood of central San Diego.

Midway Planning Commission: Worked with local leaders and elected officials to remove the adult entertainment industry that was central to the Midway District leading into the family-oriented community of Point Loma. This removed inappropriate establishments from around schools.

Board Member on the Foundation for Care Integration: Our mission is to facilitate access to care by raising money to support unfunded or underfunded homes and community-based services for at-risk populations.

San Diego North County Business Chamber of Commerce: We use our business talents to network and strengthen the north county community.

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

In the coming months and years, school finances are going to be one of the biggest challenges for school boards and districts. The state and federal governments are running huge deficits and all parts of government spending, including schools, are going to be cut. Balancing the needs of students and staff is going to require critical knowledge of the district's financial responsibilities combined with understanding the government's funding ability. CSBA will need to help boards understand the realistic financial resources available to them, as well as what strategic decisions will best help them to achieve their goals while cutting unnecessary costs from their budgets.

## View results

Respondent

74

Anonymous

04:06

Time to complete

1. I have been... \*

☐

Appointed

☒

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Cipriano Vargas

3. Full name \*

Cipriano Vargas

## 4. Region/subregion \*

17



## 5. Name of District or COE \*

Vista USD

## 6. Years on board \*

8

## 7. Profession

Organizing Director for County of San Diego

## 8. Contact number \*

7602134498

## 9. Primary email address \*

cvargas.trustee@gmail.com

## 10. Are you an incumbent Delegate? \*

☒ Yes☐ No

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

I have serve on my schoolboard for 8 years and have been a delegate for 6 of those 8 years. I believe my experience will be beneficial as we head into a year of fiscal impacts. In addition, we with a whole batch of newer elected in the state legislature, this an opportunity to ensure they do no set our schools back.

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

I serve on our local university (CSUSM) Alumni Board, member of the City of Vista Safety Commission and lead many local community projects.

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

We will need to work together to tackle the financial uncertainties within the state of CA and balance the curve balls coming from the federal government. We have done this before and I look forward to the challenge.





## View results

Respondent

88

Anonymous

04:12

Time to complete

1. I have been... \*

☒

Appointed

☐

Nominated

2. Your signature indicates your consent to serve as a Delegate \*

Elva Lopez-Zepeda

3. Full name \*

Elva Lopez-Zepeda

## 4. Region/subregion \*

17



## 5. Name of District or COE \*

Sweetwater Union High School District

## 6. Years on board \*

2

## 7. Profession

Retired Teacher

## 8. Contact number \*

619-459-3562

## 9. Primary email address \*

elva.lopez-zepeda@sweetwaterschools.org

## 10. Are you an incumbent Delegate? \*

☒ Yes☐ No

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

I am motivated by the opportunity to make a difference in students' educational experiences through the use of CSBA resources. The role of a delegate aligns perfectly with my passion for improving public education, and I believe my teaching background and collaborative experiences will greatly contribute to the assembly.

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

I have actively participated in various activities on the board, including attending events within the district and engaging with community members and district staff. These activities encompass parent meetings, graduations, city events, and educational conferences. Additionally, I served as a CSBA delegate for the 2023-2024 term and acted as a facilitator for workshops at the assembly. I also participated in CSBA's Coast2Coast Advocacy Trip in both 2023 and 2024.

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

The biggest challenge facing governing boards today is decreased funding. Funding losses due to declining enrollment and the current political landscape significantly impact the district's ability to maintain facilities, recruit and retain highly qualified employees, and sustain instructional programs for students. CSBA can help address these shortfalls by continuing to lobby legislators at both the state and federal levels



## View results

Respondent

20

Anonymous

1318:22

Time to complete

1. I have been... \*

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Jane Lea Smith

3. Full name \*

Jane Lea Smith

4. Region/subregion \*

17



5. Name of District or COE \*

San Dieguito Union High School District

6. Years on board \*

2

7. Profession

Retired

8. Contact number \*

331.625.0847

9. Primary email address \*

janelea.smith@sduhsd.net

10. Are you an incumbent Delegate? \*

☐ Yes

☒ No

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

In addition to a 2-year tenure as Vice President of our Board, I bring 16 years of experience as a special education teacher and school administrator. I understand that students' needs are diverse and complex, and I see high quality public education as the vehicle for ensuring opportunity for all students. I support strong state-level guidance with assurances that local control will be respected. I have worked to develop connections with local and state elected officials and regularly advocate for better policies to support all our students. To address the challenges facing our students today, I believe that state-level policy makers and advocacy groups must consider a broad range of perspectives, embracing both the diversity of public education students and the diversity of districts throughout the state. As a CSBA Delegate, I would welcome the opportunity to ensure that the voices of districts in our area are represented in legislative advocacy efforts.

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

I have been actively involved in our school district community for the past 8 years, volunteering in various roles at my daughter's schools. In 2022, I was elected as school board trustee and have served in the role of Vice President since then. I joined the Board at a time of deep division and upheaval in our local community, and I helped to lead our district through a successful superintendent search process, bringing to an end the revolving door that had plagued that position for several years. Over the past year, along with my fellow trustees, I have championed a robust community engagement process to support our staff in developing a meaningful Ethnic Studies course that will meet state requirements, respect diverse perspectives, and foster critical thinking within our student population. Our district has been asked to serve as a model for other districts as they seek to provide full transparency and design a locally-relevant course. I have completed CSBA's Masters in Governance program and the Board President's Workshop, and throughout my time on the Board, I have maintained a strong focus on effective governance practices. Despite being a "split" Board, we have managed to find common ground on many issues and settle on a shared purpose for our district.



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

Rising special education costs and unfunded, unclear mandates pose some of the biggest challenges for governing boards in districts of all sizes, whether LCFF-funded or community funded. Over the past several years, the number of students identified for special education services has steadily grown, and the costs of programs and services have skyrocketed. Federal IDEA funding has never come close to target levels, and state funding has not kept up with the growing needs faced by LEAs. In addition, unfunded mandates, such as the Ethnic Studies requirement for high school graduation, place significant strain on already limited resources and force LEAs to consider difficult trade-offs. While local control is essential, introducing a state mandate without established state-level standards and related teacher credentialing pathways leaves districts grappling with how to develop robust, well-grounded programs. Our state can and should do better. In addition to continuing to advocate at the state and federal levels for sufficient funding and clearer guidance, CSBA can work to educate our legislators in these challenges, especially as seats turn over and new officials take office.

## View results

Respondent

58

Anonymous

471:44

Time to complete

1. I have been... \*

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Rena Marrocco

3. Full name \*

Rena Marrocco

## 4. Region/subregion \*

17



## 5. Name of District or COE \*

Vista Unified School District

## 6. Years on board \*

2

## 7. Profession

Semi-retired Marketing Consultant focusing on the Hispanic Market

## 8. Contact number \*

7609177700

## 9. Primary email address \*

1135 York Dr., Vista CA 92084

## 10. Are you an incumbent Delegate? \*

☐ Yes☒ No

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

I would like to be the voice of academic achievement for our students, which is something that I have seen as being underrepresented in the State of California. As a Hispanic Marketing & Promotions consultant who consulted for Fortune 500 companies, I bring the knowledge of how to reach the fastest-growing demographic in our state.

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

I am on the Superintendent's Council for Education Excellence and the Climate Action Committee. I have been the Board Rep. for DELAC and DPAC, as well as on the Measure LL Bond Committee and the New School Construction Committee.

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

The focus on everything other than academic education is ruining education in California. We are failing our most vulnerable groups because too many of our governing board members are too busy using this position as a stepping stone to higher political office instead of seizing this opportunity to actually be the change makers they were elected to be. There is a complete and total lack of respect and value for the people who actually have custody of our children for 20% of the school day. We could see humongous gains in student outcomes if we kept our focus and money in the classrooms instead of on the district offices and overpaid consultants.



## View results

Respondent

71

Anonymous

2920:32

Time to complete

1. I have been... \*

☐ Appointed

☒ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Sue Martin

3. Full name \*

Susan Martin

## 4. Region/subregion \*

17



## 5. Name of District or COE \*

Vista Unified School District

## 6. Years on board \*

1 month

## 7. Profession

Retired Teacher

## 8. Contact number \*

(760)716-2337

## 9. Primary email address \*

susanmartin@vistausd.org

## 10. Are you an incumbent Delegate? \*

☐ Yes☒ No

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

As a retired teacher and union bargaining member, I saw only one side CSBA and it wasn't a good look. As a newly elected board member, I'm now curious if CSBA has useful information for school boards (differing from the heavy anti-union messages I heard for 14 years on the union bargaining team). If so, I like to know how CSBA supports school boards, the information sourcing and how CSBA is funded outside of district "dues". Our district currently pays \$40,000 annually to CSBA. As a board member, I need to decide if this use of district funds is vitally useful to our district.

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

As a school board member I am involved as an observer on multiple district committees; as VP I am involved in creating the board meeting agendas; I will be attending Professional Development days for both certificated and classified employees; I visit and walk campuses engaging with site staff.

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

The biggest challenge will be the effects of the elimination of the Dept of Education. It is proving difficult to plan for with many elements unknown at this time.







# San Ysidro

School District EST - 1887

January 6, 2025

Board of Trustees  
CSBA Region 17  
San Diego County

Re: Support for Zenaida Rosario's Nomination to the CSBA Delegate Assembly

On November 14, 2024, during the San Ysidro School District Governing Board Meeting, the board unanimously nominated Board Member Zenaida Rosario as a candidate for the California School Boards Association (CSBA) Delegate Assembly representing Region 17.

Board President Zenaida Rosario has been a devoted and impactful member of the Governing Board since July 2022. With nearly four decades of experience in education, she has consistently demonstrated the transformative power of advocacy and collaboration in creating meaningful opportunities for students, families, and educators.

Zenaida's journey in education began as a childhood dream, inspired by the encouragement of her immigrant parents and the influential educators who shaped her early years. That dream became a reality through her 38 years of dedicated service as a bilingual/dual-language educator in grades K-3, all within the San Ysidro community. Her academic accomplishments include earning a B.A. in Communications and Education from UCSD (1982), a Master's in Supervision and Administration from SDSU (1988), and a Transitional Certification in Early Childhood Education from Loyola Marymount University (2014). These achievements highlight her commitment to personal growth and her relentless pursuit of excellence in education.

Throughout her career, Zenaida prioritized fostering student success while deeply engaging with parents and the broader community. She has served on School Site Councils, participated in PTA, and worked with parent-focused initiatives such as the Parent Institute for Quality Education (PIQE). Her efforts emphasized the importance of collaboration and inclusivity in decision-making processes that benefit students and their families.

Zenaida Rosario's candidacy for the CSBA Delegate Assembly is grounded in her wealth of experience, unwavering passion, and steadfast commitment to education. Her collaborative approach, dedication to lifelong learning, and focus on addressing the diverse needs of students align seamlessly with the mission and values of the California School Boards Association.

Here are some other notable accomplishments:

- ❖ 2004: California Teacher of the Year
- ❖ 2005: California Association for Bilingual Educators Teacher of the Year
- ❖ 2024: Recipient of the Biliteracy Award by the San Diego County Office of Education

We encourage you to join us in supporting Board Member Zenaida Rosario's candidacy for this vital role. Together, we can ensure that her voice—and the voice of our community—continues to make a significant and lasting impact on education in California.

Thank you for your time and consideration.

Sincerely,

Gina Potter, Ed.D.  
Superintendent

San Ysidro School District



## View results

Respondent

73

Anonymous

11:54

Time to complete

1. I have been... \*

☐

Appointed

☒

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Zenaida Rosario

3. Full name \*

Zenaida Rosario

## 4. Region/subregion \*

17



## 5. Name of District or COE \*

San Ysidro ESD

## 6. Years on board \*

2.5 years

## 7. Profession

Retired Teacher

## 8. Contact number \*

(619) 370-3231

## 9. Primary email address \*

zenaida.rosario@sysdschools.org

## 10. Are you an incumbent Delegate? \*

☐ Yes☒ No

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

I am honored to share that I have been nominated by my fellow school board members to serve as a Delegate Assembly representative for Region 17. This leadership role allows me to further serve my governance team while supporting an assembly that advocates for the interests of school boards across California.

My journey in education began in March 1982 when I was hired as a Bilingual Educator for the district where I now proudly serve as President of the San Ysidro School Board. In 2020, after retiring as a Dual Language Educator, I set a goal to continue serving the community I have cherished and supported for so many years. With encouragement from those I've worked with and taught, I decided to run for a seat on the school board. I was appointed as a Board Member in July 2022 and elected in November 2022, bringing my career full circle within the educational community I have passionately advocated for throughout nearly four decades.

My background as an educator gives me a deep connection with our community. Many of the students I taught as children are now adults in their 20s, 30s, and early 40s, while my most recent students are still navigating their elementary school years. These relationships, combined with my strong communication skills, enable me to foster collaboration among parents, educators, administrators, and students. I am committed to ensuring all students have the academic, social, and emotional resources they need to thrive.

As a lifelong learner, I have made it a priority to educate myself about my new role as a board member. I have completed the Masters in Governance coursework, which has provided me with valuable tools and knowledge to contribute effectively to my governance team. My leadership as Board President reflects my dedication to advocating for quality education, not only in general education but also in special education programs throughout our district.

I firmly believe in creating an educational community where teachers feel inspired and empowered to lead the students they serve daily. If elected to the Delegate Assembly, I would be honored to collaborate with other delegates across California to shape policies and champion the interests of school districts throughout the state. Together, we can continue the important work of advancing education for every student in California.

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

My engagement with my local school board has deep roots in my many years as an educator. During my teaching career, I regularly attended board meetings to stay informed and gain a deeper understanding of the decisions impacting leadership and educational programs in our district. As an educator, I held various leadership positions and collaborated closely with parents on decisions affecting student learning, from supporting our special education community to advocating for our multilingual learners.

Since July 2022, I have had the privilege of serving on our school board, continuing my commitment to the community I have long supported as an educational leader. Our superintendent keeps the board well-informed about activities at our school sites, and we have opportunities to visit schools, reflect on our observations, and provide feedback to enhance student learning. I am actively involved in addressing the diverse needs of our schools and am fortunate to have built meaningful relationships with our administrators, educators, and classified staff.

It brings me great pride to witness the implementation of not only our core curriculum but also our unique, award-winning Science-Physics hands-on program (SciPhy), led by our exceptional educators. As a board member, I believe visibility is essential, and I make it a priority to attend school events, engage with parents, and listen to the concerns of our community. Being retired allows me the flexibility to meet with school leaders and provide support as needed. I also take every opportunity to connect with parent leaders and community groups, ensuring their voices are heard and valued.

From the beginning of my term, I sought guidance from experienced board colleagues to deepen my understanding of my governance role. Under the leadership of our superintendent, Dr. Gina Potter, and through collaboration with fellow board members, I have participated in numerous conferences and learning opportunities provided by the California School Boards Association (CSBA).

One highlight of my journey was the opportunity to present at the California Association for Bilingual Educators (CABE) conference alongside Dr. Alma Castro from Lynwood and CSBA member Jeremy Anderson. Our presentation, "Governance Teams and How They Can Support Multilingual Learners Across California," underscored the importance of collaboration in advancing multilingual education.

After taking my oath in December 2022, I enrolled in the Masters in Governance Course, which offered invaluable insights into my responsibilities as an elected board member. The knowledge I gained has enhanced my ability to serve effectively, and I am grateful for the continued opportunities to grow as a leader. As Board President, I look forward to another year of learning, collaboration, and service to our district and community.

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

School boards consistently face challenges, but fostering a governance team that prioritizes children's best interests can guide leadership in tackling these issues head-on. By doing so, we can mitigate their impact on the daily learning experiences in our classrooms. One of the most pressing and recurring challenges revolves around budgetary concerns, as managing and allocating resources effectively is a central responsibility of any school district.

Operating a school district demands a significant financial investment, and school boards must prioritize spending to ensure it benefits all students. Achieving financial stability often requires difficult decisions, such as consolidations or budget adjustments, particularly in historically underfunded areas like Special Education. Transparency is critical during these processes. School boards must actively engage communities, presenting information on necessary budgetary changes in public forums to ensure accessibility and inclusivity. Public input from those directly impacted by budget decisions is invaluable, and fosters trust within the community.

Strong leadership is essential for effectively communicating these financial realities. Organizations like the California School Boards Association (CSBA) can support governance teams by equipping them with tools and strategies to navigate these challenging discussions. By sharing best practices and examples from other districts, CSBA enables boards to make informed decisions while minimizing student impact. Frequent updates, budget reviews, and open discussions at School Site Councils and staff meetings are crucial to keeping stakeholders informed and engaged.

Another critical challenge is the growing shortage of qualified teachers. University enrollment in teacher preparation programs has declined, and the teaching profession faces increasing obstacles. According to Elevate K-12, California public schools had over 10,000 vacancies in the 2021-2022 school year. This shortage is particularly concerning in Special Education, where demand continues to outpace supply.

The rising cost of living and low starting salaries for teachers have made it increasingly difficult to attract new educators. Special Education teachers, in particular, face unique pressures, including low morale from feeling unsupported and the challenges of working with advocates during IEP meetings. Compounding this is that for over 40 years, Special Education funding has been insufficient, forcing many districts to rely on general funds to cover these essential programs.

Revitalizing the teaching profession requires a collaborative effort. Governance teams must work with local universities to create pathways for prospective teachers, such as volunteer opportunities and workshops highlighting the rewards of a teaching career. CSBA can support these efforts by providing training and resources to help districts recruit and retain highly qualified teachers. Reinvigorating the passion for teaching will attract new educators and improve morale among current staff.

As a lifelong educator, I understand the profound impact of dedicated teachers on a community. Teaching the children of the community I've called home since 1982 was a privilege, and serving as a school board member allows me to continue that service. Challenges are an inherent part of any school district, but how we address them shapes the morale and attitudes of everyone involved. By fostering collaboration at the local, county, and state levels, we can create a community of problem solvers committed to overcoming obstacles together.



Our work as elected representatives is vital, and the opportunities to network and learn from one another are invaluable. CSBA is an indispensable partner for school boards, providing the resources and support to lead our school communities through even the most challenging times. Together, we can ensure success for students, staff, and communities.

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

Adoption of Resolution No. 2025-10: Love of Reading Week

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

Adoption is requested of Resolution No. 2025-10: Love of Reading Week and declaring Friday, March 7<sup>th</sup> at the Heather O'Rourke-Lakeside Union School District Community Read-In, urges members of the community to participate by reading their favorite stories to District Students.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Recommended Action:**

☐ Informational

☐ Denial/Rejection

☐ Discussion

☐ Ratification

☐ Approval

☐ Explanation: Click here to enter text.

☒ Adoption

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**Originating Department/School:** Superintendent

**Submitted/Recommended By:**

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



Rachel Camarero, Executive Assistant



Dr. Rhonda Taylor, Superintendent

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

Administration:

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



Board of Trustees:

JIM BENNETT  
AUTUMN ELLENSON  
ANDREW HAYES  
LARA HOEFER MOIR  
RON KASPER

**RESOLUTION NO. 2025-10**

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

**WHEREAS**, the week of March 3-March 7<sup>th</sup>, 2025, has been designated as "Love of Reading Week"; and;

**WHEREAS**, the Lakeside Union School District strives to motivate young people to develop a life-long habit of reading; and;

**WHEREAS**, Heather O'Rourke was an active member of the Tierra del Sol Middle School Literary Club until her untimely death;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Lakeside Union School District declares Friday, March 7, 2025 as the Heather O'Rourke-Lakeside Union School District Community Read-In, and urges members of the community to participate by reading their favorite stories to district students.

**PASSED AND ADOPTED** this 13<sup>th</sup> day of February 2025, by the Lakeside Union School District Board of Trustees, San Diego County, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

I, Jim Bennett, Clerk of the Governing Board of the Lakeside Union School District, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board at a regular meeting thereof, held at its regular place of meeting, at the time and by the vote stated, which resolution is on file in the office of the said Board.

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Jim Bennett, Clerk

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

2024-25 ESY Dates

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

Notification is provided to the Board of the 2024-25 Extended School Year Dates:

June 23<sup>rd</sup>-July 18<sup>th</sup>, 2025 (5 days a week)  
Prep Day: June 20<sup>th</sup>

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Recommended Action:**

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

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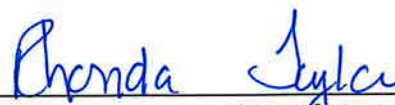
**Originating Department/School:** Ed Services

**Submitted/Recommended By:**

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



Dr. Natalie Winspear, Asst. Superintendent



Dr. Rhonda Taylor, Superintendent

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

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date: February 13, 2025**

**Agenda Item:**

Approval for Personnel Assignment Order: 2025-10

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

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

**Recommended Action:**

☐ **Informational**

☐ **Discussion**

☒ **Approval**

☐ **Denial**

☐ **Ratification**

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

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**Originating Department/School:** Human Resources

**Submitted/Recommended By:**

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



**Principal/Department Head Signature**



**Dr. Rhonda Taylor, Superintendent**

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

**LAKESIDE UNION SCHOOL DISTRICT**  
**BOARD OF TRUSTEES BOARD MEETING, February 20, 2025**  
**Personnel Assignment Order – 2025-10**

**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	New Annual Salary	Effective Date
Camacho-Martir, Yaschira	Teacher/LMS	B/2	\$58,750	12/02/2024

**B. Provisional Internship Permit:**

Employee	Assignment/Location	Reason	Recommendation	Effective Date

**C. New Hire Certificated Management:**

Employee	Assignment/Location	Range/Step	Effective Date

**E. LAO:**

Employee	Location	Position	Reason	Effective Date

**F. Leave of Absence:**

Employee	Location	Position	Effective Date	Recommendation

**G. Resignation:**

Employee	Assignment/Location	Reason	Effective Date

**H. Retirement:**

Employee	Assignment/Location	Effective Date

## Classified Staff

### I. New Hire:

Employee	Location	Position/Class/Step	New Monthly Salary	Effective Date
Blea, Barry	Lakeview	Custodian Night/17/3	\$3,730.16	2/3/2025
Hanaa, Hanna	TDS	CSS/8/2	\$1,029.01	2/3/2025
Hermaz, Masuod	TDS	CSS/8/2	\$1,029.01	2/3/2025
House, Celeste	Lindo Park	IA-I-Sped/10/7	\$1,212.86	1/9/2025
Jordan, Angelica	Riverview	IA-I-Sped/10/7	\$1,212.86	2/11/2025
Knighton, Cassia	Lakeside Farms	IA-I-Sped/10/4	\$1,082.26	2/3/2025
Kotas, Haylie	LMS	Child Nutrition Assist/8/7	\$771.74	1/22/2025
Rocha, Juana	TDS	Campus Supervisor/8/2	\$1,029.01	2/3/2025
Summers, Chris	Lindo Park	Campus Supervisor/8/3	\$1,045.81	2/3/2025
Zarate, Chandra	LEAPP	IA-II-Sped/12/3	\$1,026.73	1/6/2025

### J. Change of Status/Location:

Employee	Location	Position	Previous Monthly Salary	New Monthly Salary	Effective Date
Cossano, Tanya	Lakeview	CSS	\$771.74	\$1,157.97	2/11/2025
Desy-Daniels, Tiffani	LF	IA-II-Sped	\$1,212.86	\$1,910.96	2/3/2025

### K. Management Position:

Employee	Location	Position/Range/Step	Effective Date

### L. Resignation/Termination:

Employee	Location	Position	Reason	Effective Date
Bond, Collin	ESS	Child Dev Assistant	N/A	1/16/2025
Bradley, Rachel	Lemcon Crest	IA-III	School	2/8/2025
Cossano, Mike	Child Nutrition	CN Utility Worker	Retirement	4/01/2025
Lindemann, Sydnie	LP	Campus Supervisor	N/A	1/25/2025
Palacious, Dean	Lakeview	Custodian-Night	Probation Release	1/15/2025
Rico, Benito	LMS	IA-I-Spe	N/A	1/18/2025
Sulaiman, Zina	Child Nutrition	Child Nutrition Assist	N/A	2/1/2025

### M. Return from Leave (FMLA):

Employee Name	Location	Position	Effective Date

### N. Short Term Staff Agreement

Employee	Title	Start/End Date	Job Duties	Hourly Rate

**RECOMMENDATION:**

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



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date: February 13, 2025**

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**Agenda Item:**

Memorandum of Understanding with Southern Illinois University and LUSD.

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

To provide students of Southern Illinois University field placement for educational and on the job training experiences through LUSD.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

**Recommended Action:**

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

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**Originating Department/School:** Human Resources


**Submitted/Recommended By:**

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



Robin Ballarin, Asst. Superintendent of HR

  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member** 

## AFFILIATION AGREEMENT

**LUSD**  
**Contract #**  
M2025-01

THIS AFFILIATION AGREEMENT ("Agreement") is effective as of the date of the last signature below (the "Effective Date") and is between The Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, governing Southern Illinois University Edwardsville ("University") and Lakeside Union School District, a California Public School District ("Facility"). University and Facility are referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS:

University has academic programs for which unpaid practical experiences for its students("Student(s)") are required ("Clinical Experience");

Facility possesses facilities and staff suitable for the educational needs for the Clinical Experience; and

Facility wishes to make such facilities and staff available for the University's Students who are enrolled in the University's programs listed on Exhibit A and sent to Facility for the Clinical Experience.

The Parties agree as follows:

### **ARTICLE I. OBLIGATIONS OF THE UNIVERSITY.**

#### Section 1.01 The University Shall:

- (a) Assume full responsibility for the planning and implementation of the Clinical Experience with respect to Students including, but not limited to: the entry into and dismissal from the Clinical Experience; attendance at Clinical Experience activities, and discipline related to Clinical Experience activities for both Students and faculty.
- (b) Provide academic preparation for each Student through classroom instruction and practice, and provide educational guidance for the Students by a qualified, competent faculty member.
- (c) Designate a faculty or staff member as a Clinical Experience Director to coordinate with a designee of the Facility the assignment to be assumed by the Student participating in the Clinical Experience. The primary responsibilities of the Clinical Experience Director are to liaise between the University, the Student and the Facility and to assist Students and the Facility in fulfilling the objectives of the Clinical Experience.
- (d) Regularly plan and coordinate student (supervised practice) experiences with the Facility's Supervising Speech-Language Pathologist (SLP) (as defined below).
- (e) At least once during the Clinical Experience, contact the Students' Supervising SLP at the Facility about the Students' progress. The Students' Supervising SLP at the Facility may

contact the University at any time regarding Students' progress and shall advise the University as early as possible if any Student's performance is unsatisfactory.

- (f) Ensure that Students perform their duties in a manner as required by Facility policy, philosophy, rules, regulations, and procedures.
- (g) For the Term of this Agreement, maintain general and professional liability insurance coverage for all its employees acting within the scope of their appointments and for any of its enrolled Students while acting in the scope of an approved unpaid Clinical Experience for which academic credit or the equivalent may be awarded. This coverage for paid employees and unpaid Students is provided through the Southern Illinois University Self-Insurance clinical Program, and is limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. Certificates of Insurance providing evidence of this coverage shall be provided upon request from Facility. In the event of cancellation or non-renewal of above described insurance, University shall provide thirty (30) days advance written notice of such cancellation or non-renewal.
- (h) Coordinate student activities and supervised clinical experiences with the Facility. The number of Students accepted by the Facility may be increased or decreased with mutual agreement between the Parties.
- (i) Notify Students that they must, if required by Facility, provide proof of health insurance coverage during their participation in the Clinical Experience, and that they must comply with all health and immunization requirements of the Facility. In addition, if required by the Facility, notify Students prior to beginning the Clinical Experience, that they must obtain and provide verification of a criminal background check to the Facility.

## **ARTICLE II.    OBLIGATIONS OF FACILITY.**

### **Section 2.01    Facility shall:**

- (a) Provide a supervised Clinical Experience opportunity as agreed by both Parties.
- (b) Have the right to require a Student or faculty member to leave the Facility's premises due to a violation of Facility Policies or for security reasons. Facility will contact University regarding any problem associated with activities of its Students or faculty in an attempt to resolve the problem, and will provide written statement of the issues to support the University's due process obligations. Facility has the ultimate right to dismiss any Student from continuing in the Facility's supervised training portion of the Clinical Experience. If a Student is dismissed, Facility will provide the University with a written statement of the reason for such dismissal.
- (c) Inform University of changes in Facility policies, and provide an orientation to faculty and Students (including mission/philosophy, organizational structure, facilities, policies, equipment, standards, and role expectations).

- (d) Designate a speech-language pathologist to participate as the agent of the Facility in planning the supervised practice at the Facility ("Supervising SLP"). The Supervising SLP must have sufficient experience and professional credentials as defined in the current accreditation essentials/guidelines of the respective field of study. The primary responsibilities are to provide overall supervision of Students in the Facility, to verify student participation and performance, and to provide students information about the Facility. When applicable, the Facility shall let the University know in writing if the requested Supervising SLP is not available as part of the placement process.
- (e) Permit, upon reasonable request, the University faculty to visit the Facility to review the facilities and evaluate the Students on site.
- (f) Direct medical care for Students in case of illness or accident while Student is attending the Clinical Experience at Facility. Care, treatment and/or examination shall be provided at the Student's own expense or billed to the Student's health insurance plan.
- (g) To request a physical exam as a condition of the Clinical Experience when required by district policy.
- (h) To request a drug screening as a condition of the Clinical Experience when required by district policy.
- (i) The Facility may, at its discretion, request health status reports on Students and faculty participants, to the extent allowed by applicable law, in the event of exposure to blood or body substances, an on site injury to the student or faculty member, or if there an infectious disease outbreak.
- (j) Provide access to facilities for temporary storage of personal effects as needed and provide the participating Students with dressing facilities, locker, and eating arrangements similar to those of its employees, if any.
- (k) Accept Students based on supervised practice capacity and University's schedules as coordinated.
- (l) Excuse Students from work on University holidays which currently include: New Year's Day; Martin Luther King's Birthday; Memorial Day; Fourth of July; Labor Day; Thanksgiving and the Friday following Thanksgiving; Christmas Eve; Christmas Day; the week between Christmas; New Year's Day; and other breaks between semesters as agreed upon by the Parties.
- (m) Procure and maintain during the Term of this Agreement the insurance coverage listed below:
 

(i)	Worker's Compensation and Occupational Diseases Employer's Liability	California Statutory Limits \$500,000 per occurrence
(ii)	Commercial General Liability General Aggregate	\$1,000,000 per occurrence \$3,000,000

	Personal Injury	\$1,000,000
(iii)	Commercial Auto Liability (including hired and non-owned endorsement) Combined Single Limit	\$1,000,000 per occurrence
	or	
	Bodily Injury	\$1,000,000 per occurrence
	Property Damage	\$500,000 per occurrence
(iv)	Professional Liability	\$1,000,000 per occurrence
	General Aggregate	\$3,000,000

Umbrella liability insurance may be used to meet the general liability coverage limit requirements.

Facility shall, upon University's request, furnish all original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Agreement no less than three business days prior to the start date of this Agreement. The receipt of any certificate does not constitute an agreement by the University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from the Facility shall not be deemed a waiver of any rights by the University.

- (n) Indemnify and hold harmless University for any and all liability, loss, claim, lawsuit, injury, cost, damage, or expense whatsoever (including reasonable attorneys' fees and court costs), joint and several, which may be brought or assessed by third parties against University arising out of negligent actions or willful misconduct by Facility, its officers, employees, and agents in the performance of obligations under this agreement; provided that said liabilities, losses, claims, lawsuits, injuries, costs, damages, or expenses have not been caused or alleged to have been caused in whole or in part by the negligence or willful misconduct of University.

### **ARTICLE III. TERM AND TERMINATION.**

Section 3.01 Term. The initial term of this Agreement shall begin on the Effective Date and end on the first anniversary of the Effective Date (the "Initial Term"). Thereafter, this Agreement shall automatically Renew for subsequent periods of one (1) year (each subsequent term is a "Renewal Term") for a maximum of four (4) Renewal Terms, unless either Party gives the other Party written notice of intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or the then-existing Renewal Term. The Initial Term and all Renewal Terms are collectively referred to as the "Term."

Section 3.02 Termination. This Agreement may be terminated by either Party as follows:

- (a) By written agreement by both Parties to terminate this Agreement; or



- (b) In the event of a breach of any of the terms or conditions of this Agreement by either Party and the failure of the breaching Party to correct such breach within fifteen (15) calendar days after receipt of written notice of such breach from the non-breaching Party.

Section 3.03 Effect of Termination. Upon termination of this Agreement, no Party shall have any further obligation hereunder except for obligations accruing prior to the date of termination. Notwithstanding anything to the contrary set forth in this Section 3.03, if this Agreement is terminated pursuant to Section 3.02(a) or 3.02(b), such termination shall not take effect until all Students currently enrolled and scheduled for training under the Clinical Experience at Facility have completed the then-current school year, subject to the terms of this Agreement.

#### **ARTICLE IV. MISCELLANEOUS.**

Section 4.01 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and contains all of the terms and conditions between the Parties with respect to the subject matter hereunder. Facility and University shall be entitled to no benefits or services other than those specified herein. This Agreement supersedes any and all other agreements, either written or oral, between the Parties with respect to the subject matter hereof.

Section 4.02 Amendment and Assignment. This Agreement may only be amended or modified by an instrument signed by the Parties. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, legal representatives and assigns, and neither this Agreement nor any right or interest of Facility or University arising herein shall be voluntarily or involuntarily sold, transferred or assigned without written consent of the other Party.

Section 4.03 Governing Law. Intentionally omitted.

Section 4.04 Student Records. The Parties acknowledge and agree that the terms of this Agreement may result in the disclosure of personally identifiable information from education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Accordingly the Parties agree as follows: (1) that any exchange or disclosure between the Parties of personally identifiable information from education records shall be in accordance with FERPA and its implementing regulations; (2) that should either Party receive from the other personally identifiable information from education records, it shall not release or disclose that information to any other Party without the prior, written consent of the eligible student or as otherwise expressly permitted by FERPA; and (3) that each Party shall limit its use of personally identifiable information from education records to the purpose for which the disclosure was made. As used in this section, the terms "personally identifiable information" and "education records" shall have the meanings ascribed to them in 34 C.F.R. § 99.3.

Section 4.05 Relationship of the Parties. The Parties are independent contractors under this Agreement. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship between the Parties, or to allow any Party to exercise control or direction over the manner or method by which any of the Parties performs services herein. The waiver by either Party of a breach or violation of any provision of

this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

Section 4.06 Trademarks. Neither Party shall use the name or trademarks of the other Party without the express written permission of the Party to whom the name or trademarks belong.

Section 4.07 Notices. Any notice under this Agreement will be in writing and delivered by personal delivery, express courier, confirmed facsimile, confirmed email (with confirmation by certified or registered mail, return receipt requested) or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, (1) one (1) day after deposit with express courier, (2) upon confirmation of receipt of facsimile or email, or (3) five (5) days after deposit in the mail. Notices will be sent to a Party at its address set forth below or such other address as that Party may otherwise specify in writing:

Facility:

Lakeside Union School District

Attn: Lisa Mendoza  
Human Resources Technician  
12335 Woodside Avenue  
Lakeside, California 92410  
619-390-2600 Ext. 2639

University:

Southern Illinois University  
Edwardsville

Attention: Jaime Henderson, MS,  
CCC-SLP  
SLHC Clinic Coordinator  
Campus Boz 1147  
Edwardsville, IL 62026  
[jahende@siue.edu](mailto:jahende@siue.edu) 618-650-3669  
With a copy to:

Southern Illinois University  
Edwardsville  
Attention: Office of General Counsel  
Campus Box 1019  
Edwardsville, IL 62026  
Email: [contracts@siue.edu](mailto:contracts@siue.edu)

or to other such address, and to the attention of such other person(s) or officer(s) as a Party may so designate by written notice.

Section 4.08 Enforceability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. The section titles and other headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.09 Non-Discrimination. The Parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. The Parties shall not engage in unlawful discrimination or harassment against any person

because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, pregnancy, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era.

Section 4.10 Authority. The Parties warrant that the individuals executing this Agreement on their behalf have the requisite authority to sign this Agreement.

Section 4.11 Construction. This Agreement is a result of negotiations between the Parties, none of whom have acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

Section 4.12 Counterparts. This Agreement may be executed in multiple counterparts by the Parties hereto. All counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the date of this Agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

The Parties hereto have executed this Agreement on the dates associated with their signatures below.

Lakeside Union School District, a California Public  
School District

By: 

Name: Lisa Davis

Title: Asst. Superintendent

Date: 2/6/25

Board of Trustees of Southern Illinois  
University

By: 

Name: Dr. Robin Hughes

Title: Dean, School of Education,  
Health and Human Behavior for James  
T. Minor, Chancellor, SIUE

Date: 02/06/2025



## **EXHIBIT A PROGRAMS**

Bachelor of Science in Education  
Early Childhood Education  
Elementary Education  
Special Education  
Secondary Education – Art Education  
Secondary Education – Biology Education  
Secondary Education – Chemistry Education  
Secondary Education – English Education  
Secondary Education – History Education  
Secondary Education – Math Education  
Secondary Education – Music Education  
Secondary Education – Political Science  
Education  
Secondary Education – Spanish Education  
Secondary Education – Theater Education

Master of Arts in Teaching  
Special Education

Master of Science  
Clinical Child and School Psychology  
Clinical Child Psychology track

Master of Science  
Educational Administration

Master of Science  
Speech-Language Pathology

Post Master's Certificate  
School Social Work

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** FEBRUARY 13, 2025

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**Agenda Item:**

COMMERCIAL WARRANT LISTING SHEET – for the period 11/23/2024 THRU 12/20/2025

**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):**

\$ 755,834.07

**Funding Source:**

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

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**



Lisa Davis, Assistant Superintendent

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



Dr. Rhonda Taylor, Superintendent

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

## BOARD WARRANT REPORT 11/23/2024 - 12/20/2025

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	030459	MATH TRANSFORMATIONS	12/23/2024	DESIGN REPORTS & REPORTING SYS	72,000.00
0100	030460	DION & SONS, INC.	12/23/2024	FUEL	3,570.93
0100	030462	LEARNING A-Z	12/23/2024	RAZ-PLUS	16,259.04
0100	030602	AMERICAN FIDELITY ADMIN. SERVICES, LLC	1/8/2025	ACA Reporting Services	1,378.80
0100	030603	AZUMA TECH SYSTEMS INC.	1/8/2025	MOT SERVICES	220.00
0100	030604	CURRIER & HUDSON	1/8/2025	LEGAL	17,557.50
0100	030605	CAL PACIFIC TRUCK CENTER, LLC	1/8/2025	MOT SUPPLIES	1,032.89
0100	030606	NINYO & MOORE	1/8/2025	ARCHITECT SERVICES	6,603.50
0100	030607	SYCAMORE LANDFILL	1/8/2025	DISPOSAL SERVICE	354.74
0100	030609	OMNI GRAPHICS	1/8/2025	SUPPLIES	529.00
0100	030710	ALBERTSONS	1/13/2025	SUPPLIES	679.08
0100	030711	AMAZON CAPITAL SERVICES, INC.	1/13/2025	SUPPLIES	28,641.41
0100	030712	RON COOK	1/13/2025	MEDIA SERVICES	1,850.00
0100	030713	DION & SONS, INC.	1/13/2025	FUEL	2,179.66
0100	14240217	4IMPRINT, INC.	1/6/2025	PRINTING	325.23
0100	14240218	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	1/6/2025	LEGAL	3,517.50
0100	14240219	AED BRANDS, LLC	1/6/2025	AED BATTERIES	2,321.00
0100	14240220	ALLIANCE FOR AFRICAN ASSISTANCE	1/6/2025	SPED SERVICES	1,073.84
0100	14240221	ALPHA STUDIO DESIGN GROUP	1/6/2025	ESS RELO SERVICES	8,647.75
0100	14240223	AMERI-MEX PLUMBING INC	1/6/2025	MOT SUPPLIES	961.63
0100	14240224	APPLE INC.	1/6/2025	TECH-REPLENISH APPS	7,000.00
0100	14240225	ASCEND SERVICES, INC.	1/6/2025	SPED SERVICES	7,163.76
0100	14240226	CAMEO PAPER & JANITORIAL	1/6/2025	Custodial supply	268.84
0100	14240229	COMPETITIVE METALS, INC	1/6/2025	MOT SUPPLIES	796.98
0100	14240230	Cornerstone Educational Solutions	1/6/2025	TRANSCRIBER SERVICES FOR DEAF	5,872.76
0100	14240231	CAJON VALLEY UNION SCHOOL DISTRICT	1/6/2025	CAJON VALLEY TRANSLATION SERVI	1,802.68
0100	14240232	DECKER EQUIPMENT	1/6/2025	RESTROOM DOORS FOR DREAM & TDS	939.82
0100	14240233	DEEP SPACE SPARKLE, INC.	1/6/2025	MEMBERSHIP	419.00
0100	14240234	DEPARTMENT OF JUSTICE	1/6/2025	HR Fingerprinting	375.00
0100	14240235	DALE SCOTT & COMPANY, INC.	1/6/2025	ANNUAL DEBT TRANSPARENCY REPOR	1,800.00
0100	14240237	REECE PLUMBING	1/6/2025	MOT SUPPLIES	1,740.93
0100	14240239	FERGUSON ENTERPRISES, INC	1/6/2025	MOT SUPPLIES	765.60
0100	14240240	FIRST STUDENT INC.	1/6/2025	SPED Student Transportation	1,105.00
0100	14240241	GRAINGER	1/6/2025	MOT SUPPLIES	181.96

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14240246	Jennifer Collado-Perez	1/6/2025	PARENT MILEAGE REIMBURSEMENT	1,263.89
0100	14240247	KIRK PAVING, INC.	1/6/2025	REPAIRS	1,695.00
0100	14240249	JOCELYN MCCULLOUGH	1/6/2025	PARENT MILEAGE REIMBURSEMENT	1,181.21
0100	14240251	MARIANA MESNIK	1/6/2025	SPED SERVICES	3,362.34
0100	14240252	MOMENTUM TUTORING	1/6/2025	SPED SERVICES	996.00
0100	14240254	JENNIFER PERRAULT	1/6/2025	MILEAGE REIMBURSEMENT	151.76
0100	14240255	RAYNE OF SAN DIEGO	1/6/2025	WATER SERVICE	35.00
0100	14240256	LAKESIDE UNION SCHOOL DISTRICT	1/6/2025	REVOLVING CASH	1,520.35
0100	14240257	PATRICE RUPPEL	1/6/2025	MILEAGE REIMBURSEMENT	36.85
0100	14240258	SAN DIEGO COUNTY VECTOR	1/6/2025	PROFESSIONAL SERVICES	250.17
0100	14240259	SCHOOL FACILITY CONSULTANTS	1/6/2025	Consultant	1,746.25
0100	14240260	SOLIAANT HEALTH LLC	1/6/2025	SPED SERVICES	4,777.50
0100	14240261	VERBAL BEHAVIOR ASSOCIATES, INC.	1/6/2025	SPED SERVICES	1,804.56
0100	14240262	VEX ROBOTICS, INC.	1/6/2025	ROBOTIC EQUIPMENT	832.87
0100	14240263	WINTERGARDENS SMOG & TUNE	1/6/2025	SMOG SERVICES	1,325.62
0100	14242016	MICHELLE MIKULANIS-BROWN	1/9/2025	REIMBURSEMENT	51.91
0100	14242017	DEBORAH CARRAWAY	1/9/2025	REIMBURSEMENT	25.00
0100	14242021	DEPT OF INDUSTRIAL RELATIONS	1/9/2025	LIFT PERMITS	500.00
0100	14242022	Diligent Corporation	1/9/2025	DILIGENT COMMUNITY PLATFORM PR	4,220.90
0100	14242024	eCaptions	1/9/2025	SPED CAPTIONING SERVICES	172.50
0100	14242025	ELIZABETH UPCHURCH	1/9/2025	REIMBURSEMENT	86.34
0100	14242027	VICTORIA JONES	1/9/2025	REIMBURSEMENT	10.78
0100	14242028	ALANA MILLER	1/9/2025	REIMBURSEMENT	44.75
0100	14242029	JERRED MURPHY	1/9/2025	REIMBURSEMENT	905.04
0100	14242030	DAVIS CONSULTING CORPORATION	1/9/2025	Printer Management	1,578.00
0100	14242031	OREILLY AUTO PARTS	1/9/2025	MOT SERVICES	947.75
0100	14242034	BRENDA POTTS	1/9/2025	REIMBURSEMENT	14.99
0100	14242036	SHARON SULLINGER	1/9/2025	REIMBURSEMENT	29.79
0100	14242037	SMART & FINAL	1/9/2025	SUPPLIES	928.94
0100	14242040	MICHELLE WILLIAMS	1/9/2025	REIMBURSEMENT	60.73
0100	14243607	ASELTINE SCHOOL	1/13/2025	TUITION	18,351.60
0100	14243610	Bradley Glover	1/13/2025	LEADING ART ACTIVITIES FOR ESS	162.50
0100	14243615	DANNIS WOLIVER KELLEY	1/13/2025	LEGAL	743.50
0100	14243616	EDCO DISPOSAL CORPORATION	1/13/2025	DISPOSAL AND RECYCLING SERVICE	8,117.09

## BOARD WARRANT REPORT 11/23/2024 - 12/20/2025

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14243621	NO TEARS LEARNING INC.	1/13/2025	SPED SERVICES	1,216.06
0100	14243622	GINA HENKE	1/13/2025	REIMBURSEMENT	32.55
0100	14243623	JUNIOR ACHIEVEMENT OF S.D.	1/13/2025	JA BIZTOWN VISIT	4,148.00
0100	14243624	The Koonings Center	1/13/2025	TUITION	13,676.65
0100	14243625	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/13/2025	COPIER LEASE AND COPIES	359.21
0100	14243626	THE LIBRARY STORE	1/13/2025	SUPPLIES	109.99
0100	14243628	OAK GROVE INSTITUTE FOUNDATION INC	1/13/2025	TUITION	19,880.37
0100	14243629	PAYTONS TRUE VALUE HARDWARE	1/13/2025	MOT SUPPLIES	872.31
0100	14243632	RUSSELL SIGLER, INC.	1/13/2025	CONTINUING ED	1,000.00
0100	14243633	VERIZON WIRELESS	1/13/2025	CELL SERVICE	5,207.82
0100	14243634	WELLS FARGO VENDOR FINANCIAL SERVICES	1/13/2025	COPIER LEASE	717.35
0100	14244815	AAA WATER TENDER	1/16/2025	MOT SUPPLIES/REPAIRS	91.48
0100	14244816	LANGUAGE TESTING INTERNATIONAL, INC.	1/16/2025	SUPPLIES	10.00
0100	14244817	AGRICULTURAL PEST CONTROL	1/16/2025	MOT SERVICE	905.00
0100	14244818	ALLIED REFRIGERATION INC	1/16/2025	MOT SUPPLIES	1,950.14
0100	14244819	ANITA VILLIANI BARNES, DBA	1/16/2025	MOT SUPPLIES	4,554.83
0100	14244820	AUTOZONE	1/16/2025	MOT SUPPLIES	949.13
0100	14244821	AZTEC FIRE & SAFETY INC.	1/16/2025	AUTOMATIC FIRE SPRINKLER	2,560.00
0100	14244822	BEST VALUE GLASS	1/16/2025	MOT SUPPLIES	86.20
0100	14244823	THE CARPET REPAIRMAN	1/16/2025	CARPET REPAIR	695.00
0100	14244827	COX COMMUNICATIONS	1/16/2025	NETWORK	10,155.12
0100	14244828	CULVER-NEWLIN INC	1/16/2025	FURNITURE - SITES	20,575.19
0100	14244831	EL CAJON FORD	1/16/2025	MOT SUPPLIES	390.00
0100	14244832	Freddie Figueroa	1/16/2025	Confidential Board Action	10,000.00
0100	14244833	HOME DEPOT CREDIT SERVICES	1/16/2025	SUPPLIES	2,004.40
0100	14244834	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/16/2025	COPIER LEASE AND COPIES	1,685.20
0100	14244836	LAKESIDE WATER DISTRICT	1/16/2025	WATER SERVICE	5,232.51
0100	14244838	NTP, INC.	1/16/2025	MOT SERVICE/REPAIR	574.05
0100	14244839	OLDCASTLE INFRASTRUCTURE, INC.	1/16/2025	MOT SUPPLIES	168.09
0100	14244840	Rush Truck Centers of California, Inc.	1/16/2025	BUS PARTS	11,795.95
0100	14244841	SAFETY-KLEEN SYSTEMS, INC.	1/16/2025	TRANS SUPPLIES	781.64
0100	14244842	SAN DIEGO GAS & ELECTRIC	1/16/2025	GAS AND ELECTRIC	4,272.48
0100	14244843	S&S WORLDWIDE	1/16/2025	SUPPLIES	703.16
0100	14244844	SCHOLASTIC INC	1/16/2025	BOOKS	279.53

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14244845	SHRED IT	1/16/2025	SHREDDING SERVICE	166.49
0100	14244846	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	1/16/2025	MOT SUPPLY	319.60
0100	14244847	ALL COPY PRODUCTS, INC	1/16/2025	PRINTER SERVICE	2,835.11
0100	14244848	THOMSON WEST/WEST PUBLISHING CORP.	1/16/2025	CALIFORNIA VEHICLE CODE	151.28
0100	14244849	PERSEUS ASSOCIATES/TRANS TRAKS	1/16/2025	TRANSTRAKS ANNUAL CLOUD SUPPORT FEE	5,635.00
0100	14244850	WELLS FARGO VENDOR FINANCIAL SERVICES	1/16/2025	COPIER LEASE	133.78
<b>100 TOTAL</b>			<b>GENERAL</b>	<b>\$</b>	<b>394,747.98</b>
0800	030711	AMAZON CAPITAL SERVICES, INC.	1/13/2025	SUPPLIES	3,919.05
0800	14240253	CLIFFORD MULL	1/6/2025	REIMBURSEMENT	1,211.65
<b>800 TOTAL</b>			<b>ASB</b>	<b>\$</b>	<b>5,130.70</b>
1200	030460	DION & SONS, INC.	12/23/2024	FUEL	103.63
1200	030710	ALBERTSONS	1/13/2025	SUPPLIES	36.01
1200	030711	AMAZON CAPITAL SERVICES, INC.	1/13/2025	SUPPLIES	514.66
1200	14242029	JERRED MURPHY	1/9/2025	REIMBURSEMENT	7,773.01
1200	14243616	EDCO DISPOSAL CORPORATION	1/13/2025	DISPOSAL AND RECYCLING SERVICE	132.28
1200	14244827	COX COMMUNICATIONS	1/16/2025	NETWORK	83.22
1200	14244833	HOME DEPOT CREDIT SERVICES	1/16/2025	SUPPLIES	3,256.00
1200	14244835	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/16/2025	COPIER LEASE AND COPIES	0.59
1200	14244836	LAKESIDE WATER DISTRICT	1/16/2025	WATER UTILITY	138.56
1200	14244847	ALL COPY PRODUCTS, INC	1/16/2025	PRINTER SERVICE	488.87
1200	14244850	WELLS FARGO VENDOR FINANCIAL SERVICES	1/16/2025	COPIER LEASE	106.82
<b>200 TOTAL</b>			<b>CHILD DEVELOPMENT</b>	<b>\$</b>	<b>12,633.65</b>
1300	030460	DION & SONS, INC.	12/23/2024	FUEL	433.57
1300	030461	GOLD STAR FOODS INC	12/23/2024	NUTRITION	36,144.41
1300	030608	SYSCO FOODS SERVICES	1/8/2025	NUTRITION	1,797.09
1300	030711	AMAZON CAPITAL SERVICES, INC.	1/13/2025	SUPPLIES	945.61
1300	030713	DION & SONS, INC.	1/13/2025	FUEL	166.69
1300	030714	GOLD STAR FOODS INC	1/13/2025	NUTRITION	55,842.06
1300	030844	WAXIE SANITARY SUPPLY	1/15/2025	CN Supplies	366.11
1300	14240222	AMERICAN PRODUCE DISTRIBUTORS	1/6/2025	NUTRITION	3,684.25
1300	14240227	CALIFORNIA DEPT OF EDUCATION	1/6/2025	CN Commodities	203.21
1300	14240236	E-CONTROL SYSTEMS, INC.	1/6/2025	HOSTING RENEWAL TEMPERATURE MO	100.00
1300	14240242	HOLLANDIA DAIRY	1/6/2025	DAIRY	19,261.32
1300	14240248	LUNCHASSIST, INC	1/6/2025	SERVICES	12,000.00

## BOARD WARRANT REPORT 11/23/2024 - 12/20/2025

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
1300	14242015	AMERICAN PRODUCE DISTRIBUTORS	1/9/2025	NUTRITION	25,589.05
1300	14242018	CHEMSEARCH	1/9/2025	CN Services	364.10
1300	14242019	COZZINI BROS, INC	1/9/2025	CN Repair/Rental	45.00
1300	14242020	DASSI FAMILY FARM	1/9/2025	CN Produce	1,056.00
1300	14242023	DOMINOS PIZZA	1/9/2025	NUTRITION	11,002.09
1300	14242026	IMPERIAL DADE	1/9/2025	CN Supplies	3,142.00
1300	14242033	INDIVIDUAL FOODSERVICE	1/9/2025	CN Supplies	6,255.08
1300	14242035	PREFERRED PACKAGING	1/9/2025	PREFERRED PACKAGING	1,923.86
1300	14242038	DANIELLE SMITH	1/9/2025	REFUND	12.00
1300	14242039	WEBBS RV SUPPLY	1/9/2025	CN Gas/Oil	29.71
1300	14243614	CULLIGAN	1/13/2025	WATER SERVICE	66.88
1300	14243618	FORK FARMS LLC	1/13/2025	FLEX FARM SYSTEM	4,454.52
1300	14243620	GARCIAS PUEBLA MERCADO	1/13/2025	NUTRITION	1,431.00
1300	14243629	PAYTONS TRUE VALUE HARDWARE	1/13/2025	CN Supplies	10.66
1300	14243633	VERIZON WIRELESS	1/13/2025	CELL SERVICE	50.97
1300	14244824	CALIFORNIA DEPT OF EDUCATION	1/16/2025	NUTRITION	78.81
1300	14244826	CHEMSEARCH	1/16/2025	CN Services	364.10
1300	14244829	DAVE BANG ASSOCIATES INC OF CA	1/16/2025	FURNITURE/EQUIPMENT	87,167.62
1300	14244830	ECOLAB FOOD SAFETY SPECIALTIES	1/16/2025	CN Supplies	148.51
1300	14244837	MATT UPTON SPEAKING OF SUCCESS	1/16/2025	PROFESSIONAL DEVELOPMENT DAY L	3,900.00
1300	14244847	ALL COPY PRODUCTS, INC	1/16/2025	PRINTER	57.60
<b>300 TOTAL</b>				<b>CHILD NUTRITION</b>	<b>\$ 278,093.88</b>
6200	030459	MATH TRANSFORMATIONS	12/23/2024	WORKSHOP	17,500.00
6200	030842	AMAZON CAPITAL SERVICES, INC.	1/15/2025	SUPPLIES	1,241.98
6200	030843	RON COOK	1/15/2025	MEDIA PRODUCTION	3,000.00
6200	14243608	Budget Blinds of Escondido	1/13/2025	WINDOW SHADES	3,010.88
6200	14243611	CALIFORNIA FITNESS FUN DBA HEARTLIGHT	1/13/2025	DANCE CLASSES	1,210.00
6200	14243619	FRANKLIN COVEY	1/13/2025	CONSULTING	3,652.56
6200	14243627	NATIVE FENCE	1/13/2025	SERVICES	2,097.04
6200	14243631	SCHOOL OUTFITTERS	1/13/2025	CAFETERIA TABLES	21,006.92
<b>200 TOTAL</b>				<b>BARONA CHARTER</b>	<b>\$ 52,719.38</b>
6201	14240238	BROOKE FAIGIN	1/6/2025	CONFERENCE	165.65
6201	14240243	DIANE HUFF	1/6/2025	CONFERENCE	872.95
6201	14240244	STEVE HUNSBERGER	1/6/2025	REIMBURSEMENT	36.44



## BOARD WARRANT REPORT 11/23/2024 - 12/20/2025

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
6201	14240245	STEPHEN HUNSBERGER	1/6/2025	CONFERENCE	250.44
6201	14240250	MICHAEL MCELMAN	1/6/2025	CONFERENCE	2,634.94
6201	14243609	BONNY FRANCISCO FIGUEROA GARCIA	1/13/2025	63 SOCCER JERSEYS	745.15
6201	14243612	CALIFORNIA COAST CREDIT UNION	1/13/2025	RVCS CREDIT CARD	2,335.23
6201	14243613	CCIS	1/13/2025	CCIS 2024-25 WINTER CONFERENCE	799.00
6201	14243616	EDCO DISPOSAL CORPORATION	1/13/2025	RVCS	296.21
6201	14243617	EMBI TEC	1/13/2025	SUPPLIES	281.45
6201	14243630	PITNEY BOWES INC.	1/13/2025	RVCS Mail Station Lease	159.94
6201	14243635	WILKINSON HADLEY KING & CO LLP	1/13/2025	PROGRESS BILL FOR 2023-24 AUDI	1,800.00
6201	14244833	HOME DEPOT CREDIT SERVICES	1/16/2025	SUPPLIES	564.24
6201	14244851	XEROX FINANCIAL SERVICES, LLC	1/16/2025	RVCS Copier Lease	1,566.84
<b>201 TOTAL</b>				<b>RIVER VALLEY CHARTER</b>	<b>\$ 12,508.48</b>
<b>GRAND TOTAL</b>					<b>\$ 755,834.07</b>



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

REVOLVING CASH FUND REGISTER

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

LISTING OF ALL TRANSACTIONS (PAYROLL MISC, TRANSPORTATION, STATE PRESCHOOL, AND 6<sup>TH</sup> GR. CAMP REFUND) FOR THE PERIOD OF 12/16/24 – 1/15/25, PRIOR TO BOARD MEETING.

**Fiscal Impact (Cost):**

**\$ 3,587.92**

**Funding Source:**

GENERAL FUND

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

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

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

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

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

LAKESIDE UNION SCHOOL DISTRICT  
RCF 2425-0010 - RCF 2425-0011

#	Date	Ck#	PAYEE / EMP ID#	Memo/Description	Check Amount
RCF 2425-0010	12/17/2024	40376	476049	American Fidelity Overpayment	57.48
RCF 2425-0010	12/19/2024	40377	532033	VOID - Wrong amount	0.00
RCF 2425-0010	12/19/2024	40378	532033	2024 Senior Advisor Stipend-RVCS	2,280.39
RCF 2425-0010	12/20/2024	40379	Secretary of State	Fee for Registry of Public Agencies	1.00
RCF 2425-0011	1/6/2025	40380	118876	November Paycheck lost in mail JN#1375702	180.05
RCF 2425-0011	1/6/2025	40381	FSS Cashier	State Preschool change of location fee for SY2526	484.00
RCF 2425-0011	1/9/2025	40382	CASTO Chapter 4	Transportation Workshop on 1/11/25	210.00
RCF 2425-0011	1/13/2025	40383	Parent of 6th Gr. TdS Student	6th Gr. Camp Refund - TdS	375.00
					\$ 3,587.92

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

Ratification of Purchase Orders and Change Orders Listing (Dec 16, 2024, to January 15, 2025)

**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 from (December 16, 2024, to January 15, 2025) are attached.

**Fiscal Impact (Cost):**

\$176,922.16

**Funding Source:**

General Fund Total: \$99,538.60, Child Development Fund Total: \$35,000.00 Child Nutrition Total: \$42,383.56

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

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

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

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

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

DECEMBER 16, 2024 - JANUARY 15, 2025 PO

PO Number	Supplier	PO Ref	Fund	Site/Dept	Total by Account
0000011215	JOCELYN MCCULLOUGH	Parent Mileage-J McCullough	0100	Special Education	10,000.00
0000011216	SAN DIEGO COUNTY VECTOR	Mosquito & Vector Control Asse	0100	Maintenance & Operations	250.17
0000011217	JUNIOR ACHIEVEMENT OF S.D.	INV 18846 BizTwn 2/15/25	0100	Riverview	4,148.00
0000011218	eCaptions	ECaptions-Sped	0100	Special Education	2,500.00
0000011219	CAJON VALLEY UNION SCHOOL DISTRICT	Translation Services-Eng-Sp	0100	Special Education	1,802.68
0000011220	Cornerstone Educational Solutions	Transcriber Services-IEP's	0100	Special Education	10,000.00
0000011221	S.D. COUNTY SUPERINTENDENT OF SCHOOLS	Early Years Conf-J Stroman	0100	Special Education	30.00
0000011222	VEX ROBOTICS, INC.	LMS CTE EQUIPMENT	0100	Education Services	8,401.27
0000011223	Lively Minds Institute	Lively Minds Cerebrate	0100	Flex School	1,275.00
0000011224	PERSEUS ASSOCIATES-TRANSTRAKS	TRANSTRAKS CLOUD HOSTED SYSTEM	0100	Transportation	5,635.00
0000011225	WINTERGARDENS SMOG & TUNE	WG Smog & Tune	0100	Maintenance & Operations	1,325.62
0000011226	NO TEARS LEARNING INC.	LV SCKD-22 2022 STUDENT SPAN1	0100	Education Services	832.05
0000011229	PAR, INC.	PAR-FAM/FAW Online Reports	0100	Psychology Services	510.00
0000011230	OMNI GRAPHICS	BS Dept Envelopes	0100	Business Services	370.12
0000011231	STS EDUCATION	STS Education - Q-44609	0100	Technology	1,212.19
0000011232	Freddie Figueroa	F. Figueroa	0100	Human Resources	10,000.00
0000011234	CASTO Chapter 3	CASTO Chapter 3	0100	Transportation	210.00
0000011235	NCS PEARSON, INC	Pearson Protocols -A Rico TDS	0100	Special Education	406.21
0000011236	BRENDA WILSON	B Wilson	0100	Special Education	3,500.00
0000011237	dba ALL FOUR STRINGS	LMS Instrument Repairs	0100	Lakeside Middle School	330.00
0000011238	AZTEC FIRE & SAFETY INC.	LF/TDS 5 YEAR AUTOMATIC FIRE	0100	Maintenance & Operations	4,549.20
0000011240	SUPER DUPER PUBLICATIONS	M Folske-SuperDuper	0100	Special Education	203.67
0000011242	Riverside County Office Of Education	UNCONSCIOUS BIAS	0100	Special Education	100.00
0000011245	A-Z BUS SALES INC.	Sped Transportation Vests	0100	Transportation	3,974.16
0000011247	ASSOCIATION OF CALIFORNIA SCHOOL ADMIN	2025 Every Child Counts Sympos	0100	Special Education	3,595.00
0000011252	ROBOSOURCE, LLC	TDS ROBOTICS	0100	Education Services	157.94
0000011253	Shaper Tools, Inc.	CTE supplies	0100	Education Services	8,221.97
0000011254	CULVER-NEWLIN INC	LF CULVER-NEWLIN INC	0100	ESS/ASES	3,127.88
0000011255	CULVER-NEWLIN INC	LV CULVER-NEWLIN	0100	ESS/ASES	3,650.56
0000011256	FAGEN FRIEDMAN & FULFROST LLP	Spring Sped F3 Symp Conf	0100	Special Education	1,020.00
0000011257	CALIF SCHOOL NURSES ORGANIZATION	CSNO Conference	0100	Health Services	620.00
0000011258	ROBOTICS EDUCATION & COMPETITION FOUND	62308835,62313814,62313815	0100	Tierra Del Sol	1,020.00
0000011259	REUBEN H. FLEET SCIENCE CENTER	Fleet Science	0100	Tierra Del Sol	680.81
0000011260	J.W. PEPPER & SON, INC.	Inv 367109717/367109716	0100	Tierra Del Sol	155.50
0000011262	CPI	CPI Online Course/Seats	0100	Special Education	5,138.60
0000011265	ZOVARGO	LC FAMILY SCIENCE NIGHT	0100	Lemon Crest	585.00
					<b>\$ 99,538.60</b>

0000011243	Pacific Refrigeration, Inc.	CN -Pacific Refrigeration	1300	Child Nutrition	552.00
0000011248	4IMPRINT, INC.	4Imprint-Aprons CN	1300	Child Nutrition	1,274.10
0000011249	DAVE BANG ASSOCIATES INC OF CA	LEMON CREST LUNCH TABLES	1300	Child Nutrition	36,316.72
0000011250	MELLO SMELLO LLC.	MinMor-Breakfast Kits	1300	Child Nutrition	1,020.97
0000011261	Hidden Foods Co.	Hidden Foods-Mini Muffins	1300	Child Nutrition	1,500.00
0000011263	ECONOMY RESTAURANT & SUPPLY CO	CN Economy- Serving utensils	1300	Child Nutrition	596.55
0000011264	4IMPRINT, INC.	4Imprint- ZipUps	1300	Child Nutrition	1,123.22
					<b>\$ 42,383.56</b>

**TOTAL PURCHASE ORDERS \$ 141,922.16**

**TOTAL (01) GENERAL FUND PO's 99,538.60**  
**TOTAL (08) ASB FUND PO's 0.00**  
**TOTAL (12) CHILD DEVELOPMENT FUND PO's 0.00**  
**TOTAL (13) CHILD NUTRITION FUND PO's 42,383.56**  
**TOTAL (21) GENERAL FUND PO's 0.00**

DECEMBER 16, 2024 - JANUARY 15, 2025 CHANGE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
10456 INDIAN HILLS		C/O 10456	1200	CHILD DEVELOPMENT	\$ 5,000.00
10449 DAVE & BUSTERS		C/O 10449	1200	CHILD DEVELOPMENT	20,000.00
10455 PARKWAY		C/O 10455	1200	CHILD DEVELOPMENT	10,000.00
					<b>\$ 35,000.00</b>

**TOTAL CHANGE ORDERS \$ 35,000.00**

**TOTAL (01) GENERAL FUND CO's 0.00**  
**TOTAL (08) ASB FUND CO's 0.00**  
**TOTAL (12) CHILD DEVELOPMENT FUND CO's 35,000.00**  
**TOTAL (13) CHILD NUTRTION FUND CO's 0.00**  
**TOTAL (21) BOND FUND CO's 0.00**

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

Ratification of P Card expenditure transactions for the month of December 2024.

**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 December 2024.

**Fiscal Impact (Cost):**

**\$7,972.79**

**Funding Source:**

General Fund Total: \$5,499.84, Child Development Fund Total: \$1,373.94, Child Nutrition Fund Total: \$1,099.01

**Addresses Emphasis Goal(s):**

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

**Recommended Action:**

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☒ **Ratification**

☒ **Approval**

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

☐ **Adoption**

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

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



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

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



DECEMBER 2024  
P CARD PURCHASES

NAME	DATE	AMOUNT	VENDOR	FUND	DESCRIPTION
BALLARIN,ROBIN	12/08/2024	18.74	SQ *BLOSSOM CAFE & MAR	0100	CASBA CONFERENCE LUNCH
BALLARIN,ROBIN	12/06/2024	27.69	SQ *BLOSSOM CAFE & MAR	0100	CASBA CONFERENCE LUNCH
BALLARIN,ROBIN	12/06/2024	36.64	SQ *BLOSSOM CAFE & MAR	0100	CASBA CONFERENCE LUNCH
BEISIGL, BRIAN	12/03/2024	467.77	AMAZON WEB SERVICES	0100	AMAZON WEB SERVICE 1961527329
BOWMAN, ROBYN	12/20/2024	42.02	WALMART.COM	1200	WHITE PINE ARTIFICIAL CHRISTMAS TREE
BOWMAN, ROBYN	12/19/2024	34.63	WAL-MART #1700	1200	SUPPLIES FOR STAFF MEETING
BOWMAN, ROBYN	12/15/2024	150.47	WAL-MART #2253	1200	MISC PROGRAM SUPPLIES
BOWMAN, ROBYN	12/15/2024	3.04	WAL-MART #1917	1200	MISC ITEM FOR PROGRAM
BOWMAN, ROBYN	12/11/2024	30.00	SAN DIEGO COUNTY SUPER	1200	22ND ANNUAL EARLY YEARS CONFERENCE
BOWMAN, ROBYN	12/11/2024	4.14	DOLLAR TREE	1200	CORNSTARCH BABY POWDER
BOWMAN, ROBYN	12/09/2024	25.84	WAL-MART #1917	1200	ART PAINT
BOWMAN, ROBYN	12/09/2024	58.19	WAL-MART #1917	1200	PHONE CASE
BOWMAN, ROBYN	12/09/2024	16.11	MICHAELS STORES 3256	1200	ART PAINT
BOWMAN, ROBYN	12/09/2024	5.37	MICHAELS STORES 3256	1200	ART PAINT
BOWMAN, ROBYN	12/08/2024	48.32	WM SUPERCENTER #2253	1200	MISC PROGRAM SUPPLIES
BOWMAN, ROBYN	12/06/2024	426.10	SAMSClub #6235	1200	PROGRAM SUPPLIES, PAPER GOODS, SNACKS, CLEANING SUPPLIES...
BOWMAN, ROBYN	12/06/2024	58.14	MICHAELS STORES 3256	1200	T-SHIRTS, CRICUIT ITEMS...
BOWMAN, ROBYN	12/06/2024	245.32	WAL-MART #2253	1200	MISC SUPPLIES FOR PROJECTS
BOWMAN, ROBYN	12/06/2024	12.91	MICHAELS STORES 3256	1200	WREATH FOR DECORATION
CAMARERO,RACHEL	12/19/2024	15.15	WALGREENS #11990	0100	BOARD/DISTRICT EMPLOYEE SUPPLIES
CAMARERO,RACHEL	12/18/2024	249.00	ACSA.ORG	0100	ACSA LEARNING COURSE: EXECUTIVE ASSISTANT
CAMARERO,RACHEL	12/18/2024	27.54	PAYPAL *CELEBRATELI	0100	PLAQUE FOR KAREN FLECK-BOARD MEETING
CLARK, DANIELLE	12/31/2024	100.00	CVENT* CALIFORNIA SPEE	0100	CVENT CONFERENCE REGISTRATION
CLARK, DANIELLE	12/31/2024	600.00	CVENT* CALIFORNIA SPEE	0100	CVENT CONFERENCE REGISTRATION
CLARK, DANIELLE	12/13/2024	71.97	TRADER JOE S #260	0100	SELT TRAINING
DEXHEIMER, BROOKE	12/18/2024	258.54	TRACTOR SUPPLY #2010	0100	TABLE
HARDIMAN, LESLIE	12/15/2024	80.00	PY *RRCNA	0100	READING RECOVERY SUBSCRIPTION
HARDIMAN, LESLIE	12/15/2024	85.91	PY *RRCNA	0100	TESTING PACKETREADING ASSESSMENT
HARDIMAN, LESLIE	12/11/2024	375.00	EB *CALIFORNIA INDIAN	0100	INDIAN PATHWAY CONF
HARDIMAN, LESLIE	12/10/2024	82.46	TARGET.COM	0100	CLASSROOM GAMES
HARDIMAN, LESLIE	12/10/2024	34.25	TARGET.COM	0100	CLASSROOM GAMES
HARDIMAN, LESLIE	12/10/2024	88.23	TARGET.COM	0100	CLASSROOM GAMES
HARDIMAN, LESLIE	12/04/2024	864.00	SD ZOO ADMISSIONS	0100	7TH GR FT
MURPHY, JERRED C	12/23/2024	213.34	TST*LA PUERTA - DOWNTO	1200	DECEMBER MEETING WITH LEAD STAFF
ORAHOOD, SAMANTHA	12/19/2024	432.96	AMERICAN AIRLINES	0100	J RIDGELS DELOITTE
ORAHOOD, SAMANTHA	12/15/2024	486.26	MARRIOTT	0100	J RIDGELS SYSTEM IMPROVEMENT LEADS SUMMIT
ORAHOOD, SAMANTHA	12/08/2024	78.02	WESTIN	0100	CASBA 2024 ANNUAL CONFERENCE - PARKING
ORAHOOD, SAMANTHA	12/08/2024	78.02	WESTIN	0100	CASBA 2024 ANNUAL CONFERENCE - PARKING
ORAHOOD, SAMANTHA	12/04/2024	-315.36	WESTIN	0100	L DAVIS CASBA AEC CONFERENCE REFUND
ORAHOOD, SAMANTHA	12/04/2024	630.72	WESTIN	0100	CASBA 2024 ANNUAL CONFERENCE - PARKING
ROSADO,KRISTINE	12/19/2024	25.00	SQ *COMPREHENSIVE DRUG	0100	SPLIT - SUPERVISOR CDT ONLINE TRAINING (50%)
ROSADO,KRISTINE	12/03/2024	28.80	405 EXPRESS LANES CSC	0100	ADDITIONAL TOLL ROAD EXPENSES FOR SIGLER TRAINING ATTENDED BY JORDAN GLOVER AND CHRISTINE LANCASTER IN NOVEMBER
SUMMERS, KRISTIE	12/15/2024	17.91	DOLLAR TREE	1300	CATERING SUPPLIES
SUMMERS, KRISTIE	12/13/2024	3.99	ALDI 79058	1300	CORN SYRUP FOR COOKING
SUMMERS, KRISTIE	12/08/2024	1,077.11	TST*THE GRAND OLE BBQ	1300	DONATION LINE - CHRISTMAS MEETING
TAYLOR, RHONDA L	12/22/2024	4.75	EIG*CONSTANTCONTACT.C	0100	CONSTANT CONTACT
TAYLOR, RHONDA L	12/08/2024	316.59	WESTIN	0100	CSBA DINNER WITH BOARD ON 12/5/24
TAYLOR, RHONDA L	12/05/2024	251.19	NAPLES RISTORANTE	0100	CSBA DINNER WITH BOARD
		<b>7,972.79</b>			

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

Purchase of one Relocatable Building through American Modular

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

Approval is requested of the purchase of one relocatable building through our approved vendor/piggyback bid (Santa Cruz City Schools contract) Resolution No. 2024-11 (extended through June 30, 2025)

This building will be used for Extended School Services at Tierra Del Sol Middle School and construction will occur during the spring.

**Fiscal Impact (Cost):**

**\$629,630.00**

**Funding Source:**

ESS – ELOP - ~~3200060~~ 01 2600

**Recommended Action:**

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

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

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**Originating Department/School:** Maintenance, Operations and Transportation

**Submitted/Recommended By:**

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



Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member**







LUSD  
Contract #  
RFP#2024-11

**RE: Proposal for (1) 48x40 Relocatable Building at Tierra del Sol Middle School**

**Base Building(s):** consists of steel rigid frame construction, Type V non-rated construction, 20 lb roof load, wood subfloor w/50+15 PSF floor load, 99 basic wind load, 2022 CBC, Ss = 0.77 (no soils report or site plan were provided), WUI zone, Climate zone 10, FOB 9611 Petite Ln, Lakeside, CA 92040.

(1) 48x40 Relocatable Building – 1,920 sf	\$622,830.00
<b>Design and Engineering (due at DSA submittal)</b>	<b>\$ 6,800.00</b>
<b>PROJECT TOTAL – 1,920 sf</b>	<b>\$629,630.00</b>

**Monthly progress payment net 20 days. Quote good for 60 days. Design fees due at DSA submittal.**

Signed Proposal	December 20, 2024
Contract / PO	January 10, 2025
Approved Submittals	January 31, 2025
AMS Drawings to AOR	January 31, 2025
DSA Approval	end of March 2025 *estimated
Substantial Completion	end of August 2025

The project schedule is an estimation contingent upon agency required approval(s), as well as availability of building materials and may be subject to change. The materials listed within are based on the availability at the time this proposal was generated. Should such availability change, the client will be consulted to assess whether substitution or alteration will be required to maintain the project schedule or if the schedule will need to be adjusted. Fabrication will take place upon factory availability.

**Attachments:** Alpha Studio Design Group 48x40 Floor Plan

#### NOTES:

- All pricing is based on plan submission in 2025 and substantial completion by third quarter of 2025. Building delivery beyond 2025 may result in price escalation contingent upon construction material costs. To ensure a timely building delivery please coordinate a project milestone schedule with AMS within 15 days upon acceptance of this proposal;
- All ideas, concepts and/or files are to be considered instruments of services and intellectual property of AMS;
- Architect drawings/renderings are for conceptual reference only. Final design and layout by AMS;
- Below Grade Concrete foundation system design and engineering only, per PC design by AMS to include a rodent barrier (slurry), 16"-18" crawl space, cast-in-place vent/access wells with metal grates/frames and embeds. Final design subject to soils report. If installation by others, AMS is not responsible for quality of installation, inspections, nor acceptance of foundation. Any review performed by AMS shall be considered a courtesy to assist with the overall project success and does not remove the contractor's responsibility to comply with plans and specifications. Contractor performing foundation installations is responsible to ensure foundation is completed per plans, specifications, and meets tolerances for modular buildings as described in AMS drawings. In the event engineering is required to accommodate errors or omissions, rework or additional coordination/engineering, all expenses shall be reimbursed to AMS. In addition, a \$1,500 per hour back charge will occur if a delay due to grinding, leveling, etc... is required at time of installation;
  - Subcontractor performing Concrete foundation installation must meet the following qualifications:
    - A minimum of 5 years continuous and current experience installing modular (plt set) foundations.
    - A minimum of 5 years continuous and current experience with Public Works projects specific to education.
    - A minimum of 5 years continuous and current experience working on Division of State Architect (DSA) approved and inspected projects.
- Concrete Foundation Embeds – Per DSA approved AMS PC design, Foundation Embeds are required for all concrete foundations as designed by AMS. IF concrete foundations are by other than AMS, embeds may be purchased directly by contractor. -If foundations by AMS, Embeds are to be included. -Embeds must be inspected by a DSA approved welding inspector in accordance with project approved Testing and inspections and per AMS DSA approved drawings;
- Concrete Foundation Exclusions – site demolition, foundation pad excavation, vents grates/frames, embeds, import/export soils, surveying, site improvements, underground hazards, crawl space drainage, dry wells, slurry seal, backfilling/compaction, unforeseen conditions;
- District must provide an ALL WEATHER truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis;
- AMS provides non-operable windows as standard for all projects unless otherwise coordinated. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior;
- Point of Connection Drawings (POC) as coordinated with the District and design team, supersedes any previous drawings and/or communications regarding POC's, including the DSA approved drawings. The locations and sizing reflected on the POC sheet are the responsibility of the Architect of Record to provide to the appropriate on-site contractors for coordination and execution;
- All AMS products are to be considered relocatable at any future date after the initial installation;
- All site labor non-union prevailing wage;
- Modules being stored at factory over 90 days will require payment.



Thank you for the opportunity to provide our proposal. Should you have any questions, please contact Suzanne Willis at (951) 852-6384 or via email at [suzanne.w@americanmodular.com](mailto:suzanne.w@americanmodular.com). If accepted, please sign below accepting the standard terms and conditions of our Cooperative Purchasing Contract, and per the descriptions and pricing listed above.

**Accepted By:**

Lakeside Union School District

*Lisa Davis*  
Signature

Lisa Davis  
Printed Name

Asst. Sup. Business Services  
Title

1-24-25  
Date

SW

American Modular Systems, Inc.

*Daniel Sarich*  
Signature

Daniel Sarich  
Printed Name

President  
Title

1-29-25  
Date



AMERICANMODULAR.COM

**INCLUSIONS:****BUILDING ENVELOPE:**

- 2022 CBC
- Engineering & Design per AMS PC
- Standard delivery/Set-up
- Steel moment frame DSA PC basis of design
- .60 MIL PVC Single Ply Membrane, (DuroLast or equal), ¼:12 Single Slope to Rear, R-19 Insulation
- Nominal 18-inch 4-sided parapet
- Reinforced plywood subfloor w/50+15# Load
- 2x6 Wood Studs Exterior Walls w/R-19 Insulation
- (3) 8040 AMS Standard tempered, dual glazed, clear anodized non-operable nail-on aluminium framed windows
- Concrete Foundation *Design Only* – PC Based with 12" Footings and 18" Crawl Space (soils report not provided)

**EXTERIOR:**

- AMS vertical groove cementitious siding, painted to be similar to/complement existing buildings
- (2) 3070 Hollow Metal Exterior Doors 18ga w/16ga HM Welded exterior door frames
- AMS Standard Von Duprin 99L series panic hardware and standard accessories
- AMS Standard Dunn Edwards paint w/3 Color Paint Scheme – Door, Body & Trim
- 5 ft front overhang, nominal 2 ft. rear overhang, no side overhangs
- AMS Standard gutters and 2"x3" downspouts
- Enclosed Soffits

**INTERIOR:**

- 2x4 full height non-rated wood interior walls per floor plan
- (4) 3070 Solid Core Clear Birch Interior Door w/HM welded frames, w/Schlage door hardware
- (1) 4040 and (1) 6040 fixed interior windows at Office
- 9' Suspended T-Bar Ceiling w/Armstrong 2'x4' Lay-In Mineral Board Ceiling Tiles Throughout
- Hardlid ceiling at Restrooms
- Koroseal "AMS School Collection" tackboard walls throughout (including Storage room) w/full panel close-ups
- AMS standard FRP (White) at Restrooms
- AMS standard LVT flooring throughout w/4" rubber base
- AHF sheet vinyl flooring w/6" coved base (per previous restrooms)
- (2) 8'x4' White AMS Standard Markerboards
- AMS Standard Restroom Accessories Package (Mirrors, Grab Bars, and ADA TP Dispensers)
- Casework: plastic laminate tall cabinets, upper/base cabinets w/countertop per drawings (to be reduced in size as/if applicable during design to fit within modules), lockable
- 4" high plastic laminate backsplash at the base cabinets against walls

**MECHANICAL:**

- (2) Single phase all electric exterior roof mounted HVAC units (Carrier)
- Programmable T-Stat (AMS providing j-box and conduit only – thermostats to be provided and installed by others – gateway/integration/programming by others)
- Standard ducted supply registers
- Exhaust fans per code at restrooms

#### **ELECTRICAL:**

- LED Recessed 2x4 Troffer interior lighting
- Occupancy sensors
- (11) AMS standard exterior light fixtures (locations to be provided by AOR)
- All low voltage conduits in wall only stubbed to above ceiling, locations to be provided by AOR, quantity per approved PC
- (1) Single Phase 200 amp Interior Wall Electrical Sub-Panels Stubbed Below Floor (energized by others)
- Standard duplex receptacles per AMS PC
- Dedicated outlets for refrigerator and microwave (refrigerator and microwave to be provided and installed by others)
- Insta-hot at kitchen sink only

#### **PLUMBING**

- (2) AMS standard stainless steel sink w/faucet and w/bubbler at kitchen (one will be at children's height)
- AMS Standard Wall Hung Lavatories, Kohler or equal w/Zurn Faucet or equal
- AMS Standard Wall Mounted Flush Valve Water Closets, Kohler or equal
- Type L Copper Water Supply
- ABS Plumbing Waste Manifold Stubbed Through Stem Wall, 2 ft Beyond Building Foundation
- (1) Exterior hi-low drinking fountain – Elkay ezH2O w/bottle filler (height installation to be provided by AOR)

#### **ADDITIONAL FEATURES/ITEMS:**

- Semi-Recessed Fire Extinguishers w/cabinet
- Project/contract supervision
- AMS standard one year warranty
- Standard Craning/Rigging - Crane Charge – 120-ton, (1) Mobilization
- Foundation Flashing
- Sales tax

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#### **EXCLUSIONS:**

##### **GENERAL SPECIFICATION, FEES, AND SITE REQUIREMENTS:**

- DSA approval, DSA plan fees, DSA inspection fees, DSA inplant/site inspection fees and lab testing
- HCD fees, site inspections/approvals
- Architect fees
- Project Labor Agreements or Union Labor
- Skilled and Trained Workforce requirements
- Builders Risk Insurance
- Police Escorts (if required)
- Traffic Control/coordination and any associated fees
- Site security, including but not limited to staged modules, partially or fully installed modules during course of construction, is not included
- Airport proximity STC compliance
- STC Rated Doors, Walls, Windows
- Fire Rated Walls
- Extreme climate zone HVAC coordination
- Solar option design/approval
- LEED or CHPS Requirements/Certification/Commissioning
- Securing and paying for off-site staging area

- Protection of sidewalks/driveways during building delivery
- Staging site damages due to unknown conditions
- Roof water testing/ Door flood test/ Flood test
- Shuttling fees from offsite staging area to project site / building location(s)

#### FOUNDATION, FOUNDATION PREP:

- Concrete foundations, embeds, vent/access wells, drywells, site demolition/removal of existing parking lot, foundation pad/pit excavation, import/export soils, backfill and compaction (minimum of 5' around foundations)
- Condensate drain connections
- Foundation drains
- Special engineered footing other than PC
- Surveying, site preparation/site improvements
- Plans showing grades, benchmarks, maintenance of benchmarks, setbacks, finish floor heights, etc.
- Adequate all-weather vehicle/trades access to building pad
- Soils testing, soils reports, geo hazard report/testing
- Special handling due to inaccessible site conditions
- Special / higher ton crane due to site constraints/access
- Foundation design beyond PC

#### EQUIPMENT AND DEVICES:

- Fire alarm system
- Ramps / Landings / Railings / Ramp transitions to grade
- Water flow test
- Roof Ladder / Hatches
- Roll-Up Doors
- Exterior Doorstops
- Solatubes
- Solar Panels, batteries
- Fire sprinkler system/riser
- Drinking fountain guardrails (also, flatwork should go in prior to the drinking fountain to ensure proper height)

#### ELECTRICAL AND DATA:

- EMS systems, EMCS systems pathways and/or coordination
- Inter-Connection between Classrooms and EMS
- Load monitoring provisions
- Low voltage systems, motion detectors, intrusion/security systems, cameras, keypads, electronic door access control/hardware
- Low voltage conduits in chases/attics
- Electrical sub-panel connections to main electrical distribution panels in crawl space, including pathway and conductors
- MDF / IDF cabinets, wires, devices or pathways, pull strings
- ALL Signage
- Projection screens, projectors, TV/monitor brackets, CCTV
- Floor Receptacles/Data
- Thermostats
- Hot water heater (except as noted in Inclusions)

#### SITE, FINAL CONNECTION, DRAINAGE AND PLUMBING:

- Full time supervision
- Temporary power/water/phone, job trailer, fencing, internet



- Dust control, project debris bin
- SWPPP
- Security, portable toilets, dumpster, storage
- Sidewalks, flatwork, curbs, mow strips, landscaping
- Utilities/connections
- RWL connections to underground
- Coastal coatings

**MISCELLANEOUS:**

- Epoxy grouts, grout sealers
- Sealing/waxing of finish floor coverings
- Window coverings, security screens, window/building awnings
- Appliances, furniture
- Master keying
- Air balance reports/testing
- Water chlorination testing/certification
- 3-Part Conventional Stucco (site applied)
- Side Overhangs
- Professional Cleaning
- Working evenings, weekends and/or holidays is not included
- Doorstoppers

**Special Notes:**

District must provide an ALL-WEATHER truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis.

Concrete Foundation Exclusions – embeds, vents/grates, site demolition, foundation pad excavation, import/export soils, surveying, site improvements, underground hazards, crawlspace drainage, dry wells, slurry seal, backfilling/compaction, unforeseen conditions

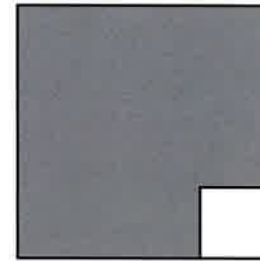
Concrete Foundation Embeds – Per DSA approved AMS PC design, Foundation Embeds are required for all concrete foundation designed by AMS. Embeds must be inspected by a DSA approved welding inspector in accordance with project approved Testing & Inspections and per AMS DSA approved drawings.

All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior.

Point of Connection Drawings (POC) as coordinated with the AOR and design team, supersedes any previous drawings and/or communications regarding POC's, including the DSA approved drawings. The locations and sizing reflected on the POC sheet(s) are the responsibility of the Architect of Record to provide to the appropriate on-site contractors for coordination and execution.

OTES

## ALPHASTUDIO DESIGN GROUP



6152 INNOVATION WAY  
CARLSBAD, 92009  
760-431-2444  
[www.alphastudio-design.com](http://www.alphastudio-design.com)

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ARCHITECT OF RECORD

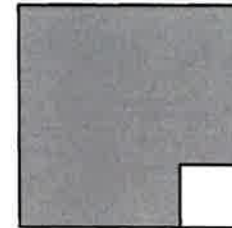
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# NOTES

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- Dust control, project debris bin
- SWPPP
- Security, portable toilets, dumpster, storage
- Sidewalks, flatwork, curbs, mow strips, landscaping
- Utilities/connections
- RWL connections to underground
- Coastal coatings

#### **MISCELLANEOUS:**

- Epoxy grouts, grout sealers
- Sealing/waxing of finish floor coverings
- Window coverings, security screens, window/building awnings
- Appliances, furniture
- Master keying
- Air balance reports/testing
- Water chlorination testing/certification
- 3-Part Conventional Stucco (site applied)
- Side Overhangs
- Professional Cleaning
- Working evenings, weekends and/or holidays is not included
- Doorstoppers

#### **Special Notes:**

District must provide an ALL-WEATHER truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis.

Concrete Foundation Exclusions – embeds, vents/grates, site demolition, foundation pad excavation, import/export soils, surveying, site improvements, underground hazards, crawlspace drainage, dry wells, slurry seal, backfilling/compaction, unforeseen conditions

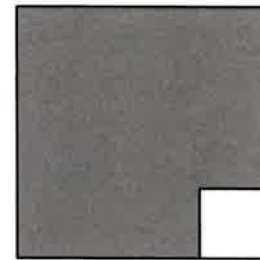
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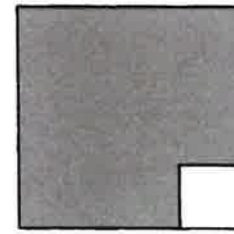
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# NOTES

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# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date: February 13, 2025**

**Agenda Item:**

ASES Grant Contract

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

After School Education and Safety Program (ASES) contract for fiscal Year 2024-25 (Grant ID37-23939-1037-EZ)

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Recommended Action:**

☐ Informational

☐ Denial

☐ Discussion

☐ Ratification

☒ Approval

☐ Explanation: Click here to enter text.

☐ Adoption

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

**Submitted/Recommended By:**

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

  
Jerred Murphy, Manager-ESS

  
Lisa Davis, Assistant Superintendent

**Reviewed by Cabinet Member:**

**MEMORANDUM OF AGREEMENT**

This Agreement for the After School Education and Safety (ASES) program is entered into and effective as of the 1st day of July 2024 by and between the **San Diego County Superintendent of Schools** (hereinafter referred to as “SDCOE”) and **Lakeside Union Elementary** (hereinafter referred to as “District”) who agrees to contract for and provide the ASES Program services as specified in the grant. The District further agrees to follow all fiscal reporting and auditing standards required of the ASES Program, in accordance with the provisions of the [California Education Code \(EDC\) Sections 8482-8484.65](#) and Assurance 5 of [ASES Grant Award Assurances](#) from original renewal application. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the SDCOE to the District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the SDCOE due to the District’s failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the SDCOE within 30 days of submission of such invoice(s).

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

***A. DISTRICT ASSURANCES***

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

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

**ASES Priority Enrollment**

1. Priority for enrollment of students in a before school, after school, or summer/supplemental program, in accordance with Assurance 22 of [ASES Grant Award Assurances](#), must be prioritized in the following order:

- A. At the time they apply for enrollment or at any time during the school year, Homeless Youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a) and EDC Sections 8483(c)(1)(A); 8483.1(d)(1)(A); 8483.1(d)(1) means “individuals who lack a fixed, regular, and adequate nighttime residence” and includes one or more of the following situations:
  - a. Emergency or transitional shelter
  - b. Living in motels, hotels, trailer parks or camping grounds
  - c. Unsheltered (i.e., cars, parks, public spaces, abandoned buildings, bus or train stations, or similar settings)



- d. Temporarily with another person or relatives due to economic hardship or loss of housing (i.e., eviction, inability to pay the rent, destruction of home, illness, loss of employment, etc.)
  - e. Abandoned in hospitals
  - f. Awaiting foster care placement
  - g. Unaccompanied youth not living with parent or guardian
  - h. Substandard housing (i.e., no water or electricity; health or safety risks)
  - i. Migratory children who qualify as homeless
  - B. Foster Youth, as designated through a juvenile dependency court petition [EDC Sections 8483(c)(1)(A); 8483.1(d)(1)(A)]
  - C. Youth Eligible for Free or Reduced-Priced Meals, as defined yearly in the CDE Student Poverty FPM Data report [EDC Sections 8483(c)(1)(A); 8483.1(d)(1)(A)]
  - D. Middle and junior high school students participating in the full day of the program every day [EDC Section 8483(c)(1)(B); 8483.1(d)(1)(B)]
2. A program shall inform the parent or caregiver of a pupil of the rights of homeless children, foster children, and children eligible for free or reduced-price meals to receive priority enrollment and how to request priority enrollment. [EDC Sections 8483(d); 8483.1(e)]

### **ASES Program Operation and Attendance Requirements:**

#### *After School*

1. The After School program will begin operation immediately upon the conclusion of the regular school day and operate a minimum of 15 hours per week (minimum of three hours per day) and at least until 6:00 p.m. on every regular school day. [EDC Section 8483(a)(1)(A)(i); Assurances 16, 17, 18 of [ASES Grant Award Assurances](#)]
2. Rural school programs operating at a schoolsite located in an area that has a population density of less than 11 persons per square mile may end program operations at 5:00 p.m. [EDC Section 8483(a)(1)(A)(ii)]
3. The After School program will establish a reasonable early daily release of students from the program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the date range, early release time, and reason for the early release for their student. Programs operating in a community where the early release policy does not meet the unique needs of that community or school, or both, can provide documentation of an alternative plan and request approval from the SDCOE. [EDC Section 8483(a)(1)(B); Assurance 19 of [ASES Grant Award Assurances](#)]
4. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the early release policy. [EDC Section 8483(a)(2); Assurance 20 of [ASES Grant Award Assurances](#)]
5. To develop an age-appropriate program, for middle or junior high school students, a flexible attendance schedule may be implemented. [EDC Section 8483(a)(3); Assurance 21 of [ASES Grant Award Assurances](#)]

#### *Before School Program*

1. The Before School program will operate at least one and one half hours (1 1/2) per regular school day. [EDC Section 8483.1(a)(1)]
2. The Before School program will establish a reasonable late arrival policy and procedure for students arriving late to the Before School program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the date range, late arrival time, and reason for the late arrival for their student. [EDC Section 8483.1(a)(1)]
3. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the late arrival policy. [EDC Section 8483.1(a)(2)(A)]
4. A student who attends less than one-half of the daily program hours cannot be counted for attendance purposes. [EDC Section 8483.1(a)(2)(B)]
5. To develop an age-appropriate program, for middle or junior high school students, a flexible schedule may be implemented. [EDC Section 8483.1(a)(3)]

#### *After School Supplemental Program*

The After School supplemental program will operate at least three (3) hours per school day. [EDC Section 8483(b)]

#### *Before School Supplemental Program*

The Before School supplemental program will operate at least two (2) hours per school day. [EDC Section 8483.1(b)]

#### *Before and After School Supplemental Program*

Programs electing to operate both before and after school supplemental programs for the same students during summer, intersession, or vacation periods must operate a minimum of four and one-half (4 ½) hours per day. [EDC Section 8483.2]

#### *Attendance Requirement*

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

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



1. Any ASES program that falls below target attendance levels by more than 15% in each of two consecutive years may be adjusted. [*EDC* Section 8483.7(a)(1)(C)(i)]
2. Any ASES program located in an area that has a population density of less than 11 persons per square mile, that falls below target attendance levels by more than 35% in each of two consecutive years, may be adjusted. [*EDC* Section 8483.7(a)(1)(C)(ii)]
3. Any ASES program that falls below 75% of target attendance levels in any year of the grant may be adjusted. [*EDC* Section 8483.7(a)(1)(D)(i)]
4. Any ASES program located in an area that has a population density of less than 11 persons per square mile, that falls below target attendance levels by more than 55% in any year after the initial grant year, will be reviewed by the California Department of Education (CDE) and may be adjusted. [*EDC* Section 8483.7(a)(1)(D)(ii)]

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

### **General Program Requirements:**

The intent of the Legislature as enacted is to provide programming that focuses on “developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences” in a program that is physically and emotionally safe with opportunities for relationship building and youth agency. [*EDC* Sections 8482.1(a); 8483.3(c)(3)] To ensure the District develops ASES programming consistent with this intent, the following requirements are in place for FY 2024-2025:

1. The District shall identify a qualified District Contact to be the direct liaison between the ASES program and the SDCOE, attending all monthly San Diego Expanded Learning Consortium meetings. For purposes of this document, the term “qualified” describes the District Contact’s ability to have access to paths of communication with District Administration to enable the success of their duties and to ensure quality programs that comply with California *EDC* Sections 8482-8484.65 and Assurance 4 of [ASES Grant Award Assurances](#). In this regard, the role of the District Contact includes:
  - a. General program oversight
  - b. Programmatic development
  - c. Compliance responsibility
  - d. Reporting responsibility
2. The District shall provide a detailed Program Plan for their overall vision of the ASES Program. The ASES Program Plan shall be a fluid document capturing the changes in programming throughout FY 2024-25 and updated as necessary to provide an accurate reflection of programming. Initial District Program Plan information must be uploaded to Cityspan no later than October 31, 2024.
3. The District shall work with program sites to develop an individualized scope and sequence and schedule that aligns with the overall District vision.
4. The District shall ensure that each ASES program shall consist of an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social

science, computer training, or science. [EDC Section 8482.3(c)(1)(A); Assurance 1 of [ASES Grant Award Assurances](#)]

5. The District shall ensure that each ASES program shall consist of an educational enrichment element that may include, but not limited to, fine arts, career technical education, recreation, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests. [EDC Section 8482.3(c)(1)(B); Assurance 2 of [ASES Grant Award Assurances](#)]
6. The District shall ensure that their ASES programs are "planned through a collaborative process that includes parents, youth, and representatives of participating public schools, governmental agencies, such as city and County parks and recreation departments, local law enforcement, community organizations, and the private sector," and that has demonstrated support of the school site principal and staff [EDC Section 8482.5(b); Assurances 11 and 26 of [ASES Grant Award Assurances](#)]

#### **Web-Based Attendance and Daily Attendance Accountability Requirements:**

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

1. **District ensures that there is an established and continuously refined process for monitoring site-level attendance procedures.**
2. The District's ASES program must follow the SDCOE attendance collection process to include entering complete student enrollment information, including the State Student Identifier (SSID) number.
3. In FY 24/25, Districts receiving ASES funds must implement the *Cityspan Web-based Attendance Tracking System* ([www.youthservices.net/sandiego](http://www.youthservices.net/sandiego)) for daily program attendance entry.
4. District shall fully utilize the "Automated Card Scanning" capability for the system. The *Cityspan Web-Based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California EDC Sections 8483(a)(1)(A)(i) and 8483(a)(1)(B) and the intent of the Early Release/Late Arrival policies for students in the ASES program.
5. The District shall use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with EDC Sections 8483(a)(1)(A)(i) and 8483(a)(1)(B).
6. District will identify and ensure participation by key staff members in professional development provided by the SDCOE for implementation of attendance collection processes and procedures.
7. District will ensure that all staff members participating in attendance collection procedures receive training and utilize a unique username/password provided by the SDCOE.

#### **Staffing Requirements**

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

1. District must “establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district.”
2. Selection of the program site supervisor(s) are subject to the approval of the school site principal.
3. All ASES programs must maintain a pupil-to-staff member ratio of no more than 20 to 1. [Assurance 31 of [ASES Grant Award Assurances](#)]
4. District must certify that all personnel providing services to students are adequately screened including, but not limited to, health screening, including tuberculosis, fingerprint clearance, and any other screening to prevent the assignment of personnel who may pose a threat to the safety and welfare of students.
5. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it will provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
6. *For Districts contracting with third party providers:* in accordance with EDC Sections 8483.4(b) and 8483.4(c), the District “shall require the third party to notify the local educational agency by the next working day following, and to submit a written report within seven (7) days of, the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees, building safety, and any event specified in subdivision (c).” Events, as noted previously, include:
  - a. Death of a child from any cause
  - b. Any injury to a child that requires medical treatment
  - c. Any unusual incident or child absence that threatens the physical or emotional health or safety of a child
  - d. Any suspected child abuse or neglect, as defined in Section 11165.6 of the Penal Code
  - e. Epidemic outbreaks
  - f. Poisonings
  - g. Fires or explosions that occur in or on the premises
  - h. Exposure to toxic substances
  - i. An arrest of an employee of the third party
  - j. Any other event as specified by the LEA
7. *For Districts contracting with third party providers:* in accordance with EDC Section 8483.4(d), the District “shall require the third party to request from parents or guardians pupil health information, such as whether a pupil has allergies or asthma, before pupil enrollment. Parents or guardians may provide this information at their discretion and are not required to provide pupil health information in order for the pupil to receive services.”
8. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District’s premises.
9. District must provide evidence during audit or FPM to verify that staff minimum qualifications are met. District acknowledges that, by agreeing to this Memorandum of Agreement, the District waives their right under [EDC Section 45274](#) and must provide evidence of minimum qualifications including, but not limited to, examination records, examination scores, and transcripts.

10. Staff *must* receive staff training and development. The program may provide three days of staff development during regular program hours using funds from the total grant award. [EDC Sections 8483.3(c)(4) and 8483.7(a)(1)(J); Assurances 24 and 36 of [ASES Grant Award Assurances](#)]

### **State-Mandated Data and Evaluation Requirements**

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

1. District must participate in a statewide evaluation process as determined by the CDE and provide all required information, including state student identifiers.
2. District must respond to additional surveys or other methods of data collection that may be required throughout the duration of the program in a timely manner.
3. District must annually provide participating pupils' regular school day and program attendance as required by CDE in a timely manner. [Assurance 7 of [ASES Grant Award Assurances](#)]
4. District must ensure the timely and accurate collection of data required to conduct the ASES program evaluations, including but not limited to, student demographic information. It is highly recommended for District ASES programs to utilize the Cityspan Online Registration system that provides for parent/guardian input of demographic data during the initial enrollment period.
5. District must participate in the SDCOE process for Continuous Quality Improvement to include solicitation of feedback, participation in survey requests, and regular attendance at District Contact meetings. For FY 2024-25, the Continuous Quality Improvement theme is communication and collaboration. [Assurance 42 of [ASES Grant Award Assurances](#)]
6. For FY 2024-25, the District will participate in the ASES CQI process to include:

#### **Quarter 1-2**

- Attend the Role of the District/Fiscal Contact meeting
- Attend the Quality Standards for Expanded Learning hosted by the System of Support for Expanded Learning
- Complete the District Program Plan in Cityspan which follows the suggested CDE Program Plan template provided by the SDCOE

#### **Quarter 3-4**

- Distribute Stakeholder Surveys (student, parent, administrator, teacher) in March 2025
- Participate in a Data Review Meeting with the SDCOE prior to May 31, 2025 to include:
  - Program site review of available data
  - Discussion of survey results
  - Identification of preliminary goals for 2025-2026 school year
  - District may be asked to complete additional information related to program quality. This may include:



- District communication map
- District mission, vision, purpose
- SDCOE FPM Self-Assessment tool

### **Student Reimbursement Rate, Payment, and Program Expenditure Guidelines**

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

### **Federal Program Monitoring and Annual Program Audit Guidelines.**

1. District assumes all fiscal accountability and oversight for program sites and district expenses and will follow all fiscal and auditing standards required by *EDC* Sections 8482.3(f)(5); Assurance 28 of [ASES Grant Award Assurances](#).
2. District will provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant Requirements per *EDC* Sections 8482-8484.65 and the 2024-25 Guide for Annual Audits of California K-12 Local Education Agencies and State Compliance Reporting
3. District will participate in Federal Program Monitoring (FPM) training as conducted by the SDCOE.

### **Budget Restrictions**

1. No more than 15% of grant funding may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate). [*EDC* Sections 8483.9(a)(2); 8483.9(b); Assurances 39 and 40 of [ASES Grant Award Assurances](#)]

2. Each grantee must expend at least 85% of grant funding directly for pupils. Cost of a program site supervisor may be included as direct services, provided that at least 85% of the site supervisor's time is spent at the program site. [EDC Section 8483.9(c); Assurance 41 of [ASES Grant Award Assurances](#)]
3. Identify and secure Matching Funds/In-Kind Contributions for the ASES program. District is required to submit the 33% Match/In-Kind for FY 2024-25 (based on actual expenditures) via the Cityspan Web-based Attendance and Fiscal Management System by October 31, 2025. No more than 25% of the required local contribution can be facilities or space usage. State categorical funds cannot be used to meet this match requirement [EDC Sections 8483.7(a)(6); 8483.75(b); Assurances 37 and 38 of [ASES Grant Award Assurances](#)]
4. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service. State categorical funds for remedial education activities cannot be used for local match. [EDC Sections 8483.7(b) and 8483.75(b); Assurance 35 of [ASES Grant Award Assurances](#)]
5. The District maintains a running inventory record for each piece of equipment, with a total acquisition cost of \$500 or more per unit that is purchased with state and/or federal funds. Also, the District must conduct a physical check of the inventory of equipment, at least, every two years and reconcile with inventory records (34 CFR 80.32(d)(2)). District will also be required to report all Inventory Items via the Cityspan Web-based Attendance and Fiscal Management System by October 31, 2025. [EDC Section 35168]
6. The record describes the acquisition by:
  - a. Type
  - b. Model
  - c. Serial number
  - d. Funding source
  - e. Acquisition date
  - f. Cost
  - g. Location
  - h. Current condition
  - i. Transfer, replacement, or disposition of obsolete or unusable equipment [EDC Section 35168; 5 CCR 3946; 34 CFR 80.32(d) (I)]
7. District must follow all fiscal and auditing standards required. [EDC Section 8482.3(f)(5)]  
District can be required to provide copies of the following documents to SDCOE:
  - Before and after school ASES Program (EXLP) contracts – for ASES subcontracts to provider agencies that operate Before and/or After school ASES Programs.
  - EXLP duty statements and/or job descriptions that are related to the cost that are associated with operating the EXLP.
  - EXLP line item budgets.
  - EXLP time accounting, including time accounting methods.
8. The District will be required to submit the 2024-25 85/15 report via the *Cityspan Web-Based Attendance and Fiscal Management System* no later than October 31, 2025. NOTE: **For Program Sites utilizing subcontracted providers, District is responsible and has direct oversight of subcontractor expenses to ensure compliance with 85/15 requirements.** SDCOE shall provide a subcontracted services 85/15 template to be

completed by subcontracted providers and incorporated by the District into site-level and District 85/15 reports.

9. District will need prior approval from SDCOE to make a capital expenditure purchase with ASES grant funds of \$5,000 (tax included) or more. Replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment, or other capital assets are allowable as a direct cost when approved by the awarding agency. The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations (CFR)*, Part 200.439 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

### **Additional ASES Program Operation Requirements**

1. Any ASES family fees must be in alignment with EDC Section 8482.6 and [ASES Grant Award Assurance 13](#), specifically “Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.”
2. Provide an afterschool snack/meal or before school breakfast meal that conforms to nutrition standards as established by the U.S. Department of Agriculture. It is the intent of the Legislature that ASES programs seek to qualify program sites as approved distribution sites for federally funded after school snacks or meals rather than using core operating funds. [EDC Sections 8482.3(d)(1); 8483.1(c); 8483.3(c)(8); 8483.95; Assurance 3 of [ASES Grant Award Assurances](#)]
3. Provide a safe physical and emotional environment, opportunities for relationship building, and promote active student engagement. [Assurance 23 of [ASES Grant Award Assurances](#)]
4. Provide opportunities for physical activity. [EDC Section 8483.3(c)(7); Assurance 27 of [ASES Grant Award Assurances](#)]
5. If the site is not located on a school campus, it must align the educational and literacy component of the program with the regular school program. Offsite programs will not be approved unless safe transportation is provided by the District or designee. [EDC Section 8484.6; Assurances 14 and 15 of [ASES Grant Award Assurances](#)]
6. Programs may be conducted on the grounds of a community park, recreational facility, or other site approved by the California Department of Education upon approval [EDC Section 8484.6(a); Assurance 43 of [ASES Grant Award Assurances](#)]
7. Provide notices, reports, statements, and records sent to parents in any primary language other than English if more than 15 percent speak a single primary language other than English. [EDC Section 48985(a); Assurance 45 of [ASES Grant Award Assurances](#)]
8. Communicate and collaborate with the regular school day program ensuring there is demonstrated support of the schoolsite principal and staff that includes regular meetings and understanding of the program goals [EDC Sections 8483.3(c)(5) and 8483.3(c)(6); Assurance 25 of [ASES Grant Award Assurances](#)]

9. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
10. Notify the SDCOE in the event the District intends to close or relocate an ASES program school site, either temporarily or permanently.
11. Host scheduled technical assistance site visits conducted by staff from the SDCOE and the Children's Initiative.
12. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.

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

1. In coordination with the District, inform statewide ASES efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and Afterschool ASES Programs.
2. In coordination with the District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations, and the private sector in ASES issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the District, school sites, and the California Department of Education regarding the ASES programs.
4. Maintain files of MOAs and invoices submitted by implementing districts.
5. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations, and payment transmittals.
6. Verify all ASES funding levels and allocations based on official records provided by CDE.
7. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
8. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.
9. Using information provided by CDE, prepare quarterly, semi-annual, and annual progress reports and submit to CDE by the required deadlines. [Assurance 8 of [ASES Grant Award Assurances](#)]
10. Provide funding notification and payment distribution to Districts in a timely manner.
11. Ensure that SDCOE program goals, as described in the Program Plan submitted as part of the ASES grant application, are met efficiently and effectively through annual review of program goals through CQGrowth processes at the SDCOE, District, and site-level. Documentation of review shall be monitored by the California Department of Education as part of its onsite monitoring process [Assurance 9 and 10 of [ASES Grant Award Assurances](#)]
12. Ensure that information on fiscal requirements is shared with all partners expediently.
13. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
14. Convene, in coordination with the District, meetings of ASES stakeholders, as necessary.
15. Coordinate any publicity, press releases or media coverage of programs with the District prior to release and distribution.
16. Ensure that all staff positions, project materials, or services funded with the SDCOE



consortium fee directly provide and serve the SDCOE's ASES funded before and after school programs.

17. Provide training and technical assistance to Districts in San Diego County in excess of those provided through the System of Support for Expanded Learning and the Children's Initiative. [Assurance 24 of [ASES Grant Award Assurances](#)]
18. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members and participating districts.
19. Ensure consortium-wide program evaluation and the preparation of California Department of Education required evaluation reports.
20. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products, and support.
21. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting ASES programs.
22. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education, and document upload to the CDE Compliance Monitoring Tool (CMT).

#### ***B. TERMS AND CONDITIONS OF GRANT AWARD***

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program.
2. District will make reports to the SDCOE as necessary to enable the SDCOE to perform its duties and will maintain such records and provide access to those records as the SDCOE deems necessary. The District shall maintain such records for at least five (5) years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. This grant shall be administered in accordance with the provisions of *EDC* Sections 8482-8484.65. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the state of California.
5. The grantee shall use these funds in accordance with the approved application.
6. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the SDCOE shall reduce any subsequent allocations by the amount equal to the overpayment [*EDC* Section 8483.8]
7. If an ASES program site stops program operations, the SDCOE will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
8. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required.

9. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT BY SEPTEMBER 15, 2025 WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE ADJUSTMENT OF ANY SUBSEQUENT YEARS' GRANT (S).**
10. District shall comply with the General Conditions and District Assurances specified in this MOA.
11. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
12. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

<p style="text-align: center;"><b>CDE GRANT NO. 37-24239-10371-EZ FY 24/25: PCA: 24239</b> <b>VENDOR NO. 10371: SUFFIX NO. EZ</b></p>
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## **2. TERM OF AGREEMENT**

According to the terms of the ASES Program (ASES) grant, this Agreement shall be effective from the period commencing July 1, 2024, and ending June 30, 2025, unless sooner terminated by the SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, the District shall return to the SDCOE any and all equipment, documents or materials and all copies made thereof which the District received from the SDCOE or produced for the SDCOE for the purposes of this Agreement.

## **3. TERMINATION**

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to the District. During said thirty-day period the District shall continue services in accordance with this Agreement. The District shall submit a final expenditure report within 60 days of termination and, upon approval by the SDCOE, the SDCOE shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.

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

The SDCOE may, by written notice to the District, terminate this agreement in whole or in part at any time because of the failure of the District to fulfill its contractual obligations as outlined in this Agreement. Upon receipt of such notice, District shall:

- a) Immediately discontinue all services affected (unless the notice directs otherwise) and
- b) Deliver to the SDCOE all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in

process. Termination of this agreement shall be as of the date of receipt by the District of such notice.

If the termination is due to the failure of the District to fulfill its contractual obligations, SDCOE may take over the services, and complete the services by contract or otherwise. In such a case, the District shall be liable to the SDCOE for any reasonable costs or damages occasioned to SDCOE thereby.

#### **4. COMPENSATION AND REIMBURSEMENT**

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

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

*The SDCOE will retain 3% of grant funds for Countywide program coordination, technical assistance, and program support, as agreed herein and this should not be reported in the district expenditure report.*

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

District will ONLY report expenditures up to **\$660,633.05** (97% less 3% SDCOE Administrative fee of \$20,431.95) and will receive up to a total of \$660,633.05 if the district expends all their grant allocation and is in compliance with all grant requirements. NOTE: Expenditures should align with attendance collected. District must ensure fiscal accountability based on actual program attendance and expenses.

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

- Non-operation of program
- Non-operation of a funded grant component
- District’s inability to expend the total grant award by the June 30, 2025 final expenditure deadline
- Audit Findings or Program Compliance issues

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

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

#### **5. CONFIDENTIAL RELATIONSHIP**

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

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

## **6. PUBLIC RECORDS ACT**

District acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 7920.000 et seq. The SDCOE acknowledges that the District may submit information that the District considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.). District acknowledges that the SDCOE may submit to the District information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via email and/or by US Mail to the address and email listed within the notices section of this Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

## **7. OWNERSHIP OF DOCUMENTS**

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

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

## **8. FUND AVAILABILITY**

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

## **9. DATA PRIVACY AND PROTECTION**

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

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

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

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

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

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

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



## **10. NO ASSIGNMENTS**

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

## **11. AUDIT**

District agrees to maintain and preserve until five (5) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

## **12. INDEPENDENT DISTRICT**

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

## **13. INSURANCE REQUIREMENTS**

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

Required Amounts of Insurance:

General Liability	\$1,000,000
Bodily Injury and	Amount
Comprehensive form - Property Damage	
Products/Completed	
Operations	
Auto Liability	\$1,000,000/\$300,000
Bodily Injury and	Amount
Comprehensive form - Property Damage	
Owned, Non-owned Hired      Combined	

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

#### **14. WORKERS' COMPENSATION**

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

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

#### **15. TUBERCULOSIS CLEARANCE**

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

#### **16. PUPIL SAFETY / SCHOOL SAFETY ACT**

California Education Code Sections 33192, 33195, and 45125 et al., provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice. The District shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE Expanded Learning Director has determined that contact (including electronic contact) with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required by the District. No work may take place until the requirements of Education Code section 45125.1 have been met.

#### **17. INDEMNIFICATION**

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

payable to or for District or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

## **18. TOBACCO-FREE FACILITY**

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

## **19. NOTICES**

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

SDCOE: Liza Flowers  
Director, Expanded Learning  
800 National City Boulevard  
National City, CA 91950  
858-298-2079  
liza.flowers@sdcoe.net

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

DISTRICT: Jerred Murphy  
Manager, Extended Student Services  
12335 Woodside Ave.  
Lakeside, CA 92040  
619-390-2532  
jmurphy@lsusd.net

## **20. AMENDMENT**

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

## **21. GOVERNING LAW/VENUE**

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

## **22. MEDIATION**



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

### **23. COMPLIANCE WITH LAW**

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

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

### **24. DEBARMENT, SUSPENSION OR INELIGIBILITY CLAUSE**

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

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

## **25. AUTHORIZATION TO PERFORM SERVICES**

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

## **26. COUNTERPARTS**

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

## **27. SEVERABILITY**

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

## **28. ENTIRE AGREEMENT**

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

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

**Initial:** LD

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

**SAN DIEGO COUNTY  
SUPERINTENDENT OF SCHOOLS**

Michael Simonson  
Michael Simonson (Jan 29, 2025 10:28 PST)

By (Authorized Signature)

Michael Simonson  
Name (Type or Print)

Deputy Superintendent, Chief Business Officer  
Title

01/29/2025

Date

**LAKESIDE UNION  
ELEMENTARY**

Lisa Davis  
Lisa Davis (Jan 27, 2025 12:57 PST)

By (Authorized Signature)

Lisa Davis

Name (Type or Print)

Assistant Superintendent

Title

01/27/2025

Date

# Grant Export Report (RNT) (Fiscal Year 2024-2025)

Grant Definition	Grant Number	CDS Code	District	School	Component	Amount Awarded
ASES 241	37-24239-1037-EZ	37681896038350	Lakeside Union Elementary	Lakeside Middle	Middle School After School Base	182,664.52
ASES 241	37-24239-1037-EZ	37681896038350	Lakeside Union Elementary	Lakeside Middle	Middle School After School Supplemental	10,988.08
ASES 241	37-24239-1037-EZ	37681896110092	Lakeside Union Elementary	Lemon Crest Elementary	Elementary After School Base	152,612.13
ASES 241	37-24239-1037-EZ	37681896110092	Lakeside Union Elementary	Lemon Crest Elementary	Elementary Before School Base	50,870.71
ASES 241	37-24239-1037-EZ	37681896038376	Lakeside Union Elementary	Lindo Park Elementary	Elementary After School Base	152,612.13
ASES 241	37-24239-1037-EZ	37681896038376	Lakeside Union Elementary	Lindo Park Elementary	Elementary Before School Base	50,870.71
ASES 241	37-24239-1037-EZ	37681896085047	Lakeside Union Elementary	Tierra del Sol Middle	Middle School After School Base	69,458.64
ASES 241	37-24239-1037-EZ	37681896085047	Lakeside Union Elementary	Tierra del Sol Middle	Middle School After School Supplemental	10,988.08
Total Grant Award						681,065.00
Admin Fee (3.00%)						20,431.95
Grant Award, Less Admin Fee (3.00%)						660,633.05

# LAKE SIDE UNION SCHOOL DISTRICT

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Governing Board Meeting Date:

2/13/2025

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**Agenda Item: Cerebrate License**

**Background (Describe the purpose/rationale of the agenda item):** Cerebrate is an Executive Function Software program/curriculum.

**Fiscal Impact (Cost):** \$1275

**Funding Source:** School Site Title 1 funds

**Recommended Action:**

☐ Informational

☐ Denial/Rejection

☐ Discussion

☐ Ratification

☒ Approval

☐ Explanation: Click here to enter text.

☐ Adoption

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**Originating Department/School:** DREAM Academy

**Submitted/Recommended By:**

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

  
Principal/Department Head Signature

  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member**





## Lively Minds Institute

975 E Riggs Rd Ste 12-214  
Chandler, AZ 85249 US  
+14804068114  
info@livelymindsinstitute.com

LUSD  
Contract #

V 2025-94

## INVOICE

BILL TO  
DREAM Academy  
11838 Valle Vista Road  
Lakeside, CA 92040 USA

SHIP TO  
DREAM Academy  
11838 Valle Vista Road  
Lakeside, CA 92040 USA

INVOICE INV-9518-2  
DATE 12/12/2024  
DUE DATE 01/11/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
12/12/2024	2024-2025, Cerebrate License for 100 Students and 6 Educators	One-year curriculum license of Cerebrate for 100 Students, and 6 Educators	0.50 2,550.00	1,275.00

License Fee; Payments. In exchange for the right to use the Intellectual Property pursuant to the TOS, and reasonable support services related to Licensee's use of the Intellectual Property, Licensee agrees to pay a rate of \$1,275.00 per 6 months. The first fee payment is due on the effective date and subsequent payments are due on or before the last day of each payment period as herein agreed by the Parties. Any modification to the fees or payment schedule may be agreed to by the parties in writing.

BALANCE DUE

**\$1,275.00**

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

Approve Contract for the installation of turf in ESS area at Winter Gardens

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

Approval Requested for Installation of New Turf in ESS & K Playground Area Contract:

Home Turf	Provide and install 2150 sq ft of turf in the ESS & K playground area.	\$16,340.00
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**Fiscal Impact (Cost):**

**\$16,340.00**

**Funding Source:**

ESS - ELOP 01 2600

**Recommended Action:**

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

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**Originating Department/School:** Maintenance, Operations and Transportation

**Submitted/Recommended By:**

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

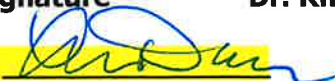


Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member**



[Insert District name, address, phone and fax number]

**PUBLIC WORKS CONTRACT FOR SERVICES UNDER THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION  
COST ACCOUNTING ACT  
(Not to Exceed \$75,000)**

THIS CONTRACT made and entered into on \_\_\_\_\_ February 1 \_\_\_\_\_, 2025, by and between \_\_\_\_\_  
Home Turf, hereinafter called the CONTRACTOR and the Lakeside Union School District, hereinafter called the DISTRICT.

WITNESSETH: The parties do hereby contract and agree as follows:

1. The CONTRACTOR shall furnish labor and materials to the DISTRICT in accordance with the Terms & Conditions set forth in Attachment B hereof and incorporated herein by this reference and any specifications attached for a total contract price of:  
  
\_\_\_\_\_ Sixteen thousand three hundred and forty dollars \_\_\_\_\_ (\$16,340.00)  
(MAY NOT EXCEED \$75,000) to be paid in full within thirty (30) days after completion and acceptance
2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification:  
\_\_\_\_\_ Class C-27 \_\_\_\_\_. This contract shall commence on \_\_\_\_\_ 2/28/2025 \_\_\_\_\_ with work to be  
completed within \_\_\_\_\_ Ninety Days \_\_\_\_\_ (90) consecutive days and/or by \_\_\_\_\_ 5/1/2025 \_\_\_\_\_.
3. Contractor shall be registered with the Department of Industrial Relations pursuant to Labor Code 1725.5 (Attachment B) when public project exceeds \$25,000 or a maintenance project exceeds \$15,000.
4. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** Describe in detail the scope of the proposed project and materials to be furnished. Attach additional sheets if necessary and reference "see attachment" in space provided below. NOTE: this contract, in conjunction with the terms and conditions in Attachments A - C take precedence over any Contractor supplied attachments.

**SCOPE OF WORK**

Winter Gardens ESS  
Outdoor Play Area  
Standard Synthetic Turf  
Installation

LUSD  
Contract #

PW2025-002

1. Site preparation including excavation, removal and disposal of existing soil/grass to bring area to required grade.
2. Cap/terminate any existing irrigation for turf area.
3. Installation grading and compaction of base at an approx. depth of 3-3.5"
4. Installation of a layer of commercial grade weed fabric.
5. Installation of approx. 2150 sq ft of Dream Lite synthetic turf.
6. Anchor turf with 40D/50D spikes and power broom turf.
7. Installation of approx. 1.5-2 lbs per sq ft of natural sand infill.
8. Power broom turf to settle infill and stand turf fibers upright.
9. Clean up, removal and disposal of all construction debris from site.
10. Synthetic turf carries a limited 25 YR WARRANTY
11. Home Turf provides a 10 year installation defect labor warranty.

Prevailing Wages Apply

Note: If contract exceeds \$25,000, per Civil Code Section 3247, Contract shall provide a Payment Bond.



**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

The undersigned declares: I am the CEO of HOMETURF, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on JAN. 28, 2025 at EL CAJON, California.

By: [Signature]

Name: STEVE McLEAN

**SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS**

- ☐ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A).
- ☐ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)
- ☐ Installation of physical barrier at the work site to limit contact with pupils.
  - ☐ Surveillance of employees of the Contractor by school personnel.
  - ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: \_\_\_\_\_

Soc. Sec. No. (last 4 digits or full CDL #) \_\_\_\_\_

- ☒ In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

- ☒ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).
- ☐ Other, describe \_\_\_\_\_

Signature: [Signature] Title: CEO Date: 1/28/2025  
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

- ☒ Work Specs/Scope of Work Statement  
☒ Certificates of Insurance  
☐ Contractor Certification Form, Attachment A  
☐ Purchase Order No. \_\_\_\_\_

- ☐ Non-Collusive Declaration  
☒ Workers' Compensation Certificate  
☐ Terms and Conditions dated \_\_\_\_\_ Attachment C

NOTE: Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

**TYPE OF BUSINESS ENTITY**

- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Other

**TAX IDENTIFICATION**

83-4667567  
Employer Identification Number

\_\_\_\_\_  
Social Security Number

License No: 1062005 Classification: C-27 Expiration Date: 1/31/2026

DIR Registration No. \_\_\_\_\_

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Date: 1/28/2025

Company Name: Home Turf

Address: 1830 N. Marshall

El Cajon, Ca 92020

Authorized Signature: 

Printed Name: STEVE MCLEAN

Title: CFO

Phone: (619) 917-8873 Fax:

Email Address: SMCLEAN@TURFWORXUSA.COM

Accepted by:   
Signature of District Representative

Printed Name: Lisa Davis

Title: Assistant Superintendent

Date: 1/30/25

Address: 12335 Woodside Ave.  
Lakeside, CA 92040



## ATTACHMENT A – CONTRACTOR CERTIFICATION FORM

### CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c), that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No. (Last four digits only)
N/A	

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated: \_\_\_\_\_ (Company)  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Title)

(Complete only if pertinent)

**ATTACHMENT B  
CERTIFICATION OF CONTRACTOR AND  
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**

Pursuant to Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I N/A \_\_\_\_\_, \_\_\_\_\_ certify that  
(Name) (Title)

\_\_\_\_\_ is currently registered as a contractor with the Department of Industrial  
(Contractor Name)

Relations (DIR):

Contractor's DIR Registration Number N/A

Expiration date June 30, 20\_\_

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT C**  
**TERMS AND CONDITIONS DATED**

**ARTICLE 1. PROPOSAL ACCEPTANCE:** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

**ARTICLE 2. SITE EXAMINATION:** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

**ARTICLE 3. EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

**ARTICLE 4. SUBCONTRACTING:** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

No contractor or subcontractor may be listed on a proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 when a public project exceeds \$25,000 or a maintenance project exceeds \$15,000 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

**ARTICLE 5. ASSIGNMENT:** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

**ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:** The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or

any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate Regarding workers' Compensation available from the District prior to performing the work of the contract.

**ARTICLE 7. LABOR CODE COMPLIANCE:** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at [www.dir.ca.gov/OPRL/](http://www.dir.ca.gov/OPRL/). Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site ([www.dir.ca.gov/](http://www.dir.ca.gov/)).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the



Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit one-hundred dollars (\$100) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

**ARTICLE 8. DIR REGISTRATION:** In accordance with Labor Code 1725.5, if the Project is a public works project in excess of \$25,000 or

a maintenance project in excess of \$15,000, Contractor and Subcontractors must be registered as of the date of this Agreement.

**ARTICLE 9. APPRENTICES:** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day, or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved



in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

**ARTICLE 10. WORK HOURS:** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work.

The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided.

Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

**ARTICLE 11. INDEMNIFICATION:** District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**ARTICLE 12. MATERIALS:** Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

**ARTICLE 13. PATENTS, ROYALTIES AND INDEMNITIES:** The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

**ARTICLE 14. GUARANTEE:** Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials



within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

**ARTICLE 15. PROTECTION OF WORK AND PROPERTY:** The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

**ARTICLE 16. DISTRICT'S RIGHT TO TERMINATE CONTRACT:** If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

**ARTICLE 17. COMPLIANCE WITH STORM WATER PERMIT:**

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible

for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

**ARTICLE 18. CLEAN UP:** Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

**ARTICLE 19. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

**ARTICLE 20. EXCAVATION DEEPER THAN FOUR FEET:** If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.



- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

**ARTICLE 21. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:**

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

**ARTICLE 22. CHANGES AND CHANGE ORDERS:** Change orders may not cause the total aggregate cost of the project to exceed \$60,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

**ARTICLE 23. PAYMENTS:** The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

**ARTICLE 24. DISPUTE RESOLUTION:** "Claims between the District and the Contractor shall first be resolved using the procedures set forth at Public Contract Code §9204. "Claims" are defined as a separate demand by the Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from work done; or payment of an amount disputed by the District. Upon receiving a claim sent by registered or certified mail, the District must review and provide a

written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement. The claim is deemed rejected in its entirety if the District does not issue a response. Any payment due on an undisputed portion of the claim must be processed within sixty (60) days after the District's response. If a claimant disputes the District's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in Public Contract Code §9204. Undisputed and unpaid claims accrue interest at 7% per annum. A subcontractor or lower tier subcontractor may make a claim to the District through the Contractor, as specified in Public Contract Code §9204. However, these procedures shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the District of such claim or extend the time for the giving of such notice as provided in the contract documents."

**ARTICLE 25. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:** For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt of the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless



time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

**ARTICLE 26. DEFAULT BY CONTRACTOR:** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

**ARTICLE 27. WORKERS AND SUPERVISION:** Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

**ARTICLE 28. SUBSTITUTIONS:** No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

**ARTICLE 29. ACCESS TO WORK:** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

**ARTICLE 30. OCCUPANCY:** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

**ARTICLE 31. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

**ARTICLE 32. FORCE MAJEURE:** The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**ARTICLE 33. PERMITS AND LICENSES:** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

**ARTICLE 34. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT:** While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

**ARTICLE 35. ASSIGNMENT OF CLAIMS:** In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

**ARTICLE 36. COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

Contractor agrees to post job site notices prescribed by regulation Chapter 8 Calif. Code Reg. §16451(d).

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

"The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

**ARTICLE 37. TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.



**ARTICLE 38. GOVERNING LAW:** This contract shall be governed by and construed in accordance with the laws of the State of California.

**ARTICLE 39. NO ORAL MODIFICATION:** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**ARTICLE 40. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA):** All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

**ARTICLE 41. PROHIBITION AGAINST LEAD-BASED MATERIALS:** In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

**ARTICLE 42. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY:** All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

**ARTICLE 43. DVBE PARTICIPATION:** This contract will be subject to Disabled Veterans Business Enterprise participation goals and records retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

**ARTICLE 44. PROJECT-RELATED RECORDS:** The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its

offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS consisting of Articles 1 through 44**



 **Service date:** Thu Jan 16, 2025

 **Address:** 8501 Pueblo Rd, Lakeside, CA 92040

Select the option you would like to approve

Dream Lite

**\$16,340.00**

APPROVE

### Estimate Details

Service

Total

Synthetic Turf -

\$16,340.00

Standard Synthetic

Turf Installation

## Service

## Total

1. Site preparation including excavation, removal and disposal of existing soil/grass to bring area to required grade.
2. Cap/terminate any existing irrigation for turf area.
3. Installation grading and compaction of base at an approx. depth of 3-3.5"
4. Installation of a layer of commercial grade weed fabric.
5. Installation of approx. 2150 sq ft of Dream Lite synthetic turf.
6. Anchor turf with 40D/50D spikes and power broom turf.
7. Installation of approx. 1.5-2 lbs per sq ft of natural sand infill.
8. Power broom turf to settle infill and stand turf fibers upright.
9. Clean up, removal and disposal of all construction debris from site.
10. Synthetic turf carries a limited 25 YR WARRANTY
11. Hometurf provides a 10 year installation defect labor warranty.

## SHOW LESS

Service subtotal

\$16,340.00

## Materials

## Total

Uncategorized - Terms  
&  
Conditions/Disclosures

\$0.00

License #1062005

Progress payments to be made as follows, unless otherwise specified in the Payment Schedule. Deposit of 10% up to \$1000.00 due upon execution of this contract. The remaining balance due upon completion of scope of work. Invoices that are not paid in full within 24 hours of completion will be subject to a late charge of 5% of total contract amount, and another 5% for every 3 days that passes thereafter.

Contract payments made by credit or debit will be subject to a 3.19% processing fee.

CA ONLY:

NOTICE TO OWNER: Contractors are required by law to be licensed and regulated by the contractor's state license board. Any

## Materials

## Total

questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors State License Board, 9835 Goethe Rd., Sacramento, CA 95827. See attached handout sheet.

### ATTORNEYS FEES:

If a party commences or is made a party to a lawsuit, arbitration or other legal proceeding to enforce or interpret this agreement, or to obtain a declaration of rights under this agreement, the prevailing party in such lawsuit, arbitration or other legal proceeding shall be entitled to recover from the other party all attorneys fees, costs and expenses (whether otherwise taxable or recoverable) incurred in connection with such lawsuit, arbitration or other legal proceeding, including without limitation any appeal or enforcement of any judgment or order rendered in such lawsuit, arbitration or other legal proceeding.

### SUSPENSION OF WORK

If any payment is not made to Contractor as required under this contract, Contractor may suspend work until such payment is made. Contractor may also suspend work under this contract if a dispute over payment for extra work, differing site conditions, changes by Owner or other circumstances beyond Contractors control will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the work. Contractor may request that Owner provide written proof of Owners ability to pay Contractor for the work remaining to be performed by Contractor at any time prior or during performance of this Contract. Failure of Owner to provide such proof shall be justification for Contractors suspension of work under this contract.

### DISCLOSURE:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owners agree to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmens Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 10 days. Owner has the right to cancel this contract up to three days after signing this contract. Cancellation must be received by Hometurf in writing within that time frame.

## Materials

## Total

Reflective light from windows, glass patio furniture, yard globes, lights etc. can melt synthetic turf. Any damage from reflective light of any kind is not covered under any warranty from Hometurf and or manufacturers.

### Nut Sedge Warning!!

If during consultation Nut Sedge was found in yard:

Nut Sedge will need to be treated with proper herbicide before any turf work is started.

If Nut Sedge is not completely eradicated before work is started it will grow through turf, weed fabric sub base.

No warranty for Nut Sedge growth through turf.

If Nut Sedge is discovered post installation:

Customer is responsible for all labor costs to peel back turf.

Nut Sedge will need to be treated with proper herbicide.

Customer will be responsible for all material and labor costs to replace the base and re-lay the turf.

Owner shall permit Contractor or person (s) employed or engaged by Contractor, without compensation or consideration to Owner, to take photographs and/or video at the project site of both completed work and work in progress, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by Contractor.

## SHOW LESS

Workmanship

\$0.00

Warranty - HomeTurf

Limited (10) Year

Workmanship

Warranty

What is covered: In the event of a valid warranty claim, HomeTurf will furnish labor to repair any defective installation workmanship. HomeTurf will also supply replacement materials when necessary to make such repairs. HomeTurf reserves the right to substitute materials that it believes are of equal value if materials identical to those originally installed are no longer readily available to HomeTurf when such repairs are performed. All replacement work and materials will be provided solely by HomeTurf or by parties



## Materials

## Total

designated by HomeTurf.

The homeowner may not contract with another to provide such labor or materials unless otherwise directed in writing by HomeTurf. Repairs undertaken by the homeowner or third parties without the written approval of HomeTurf will void this warranty.

What is not covered: This warranty does not cover damage related to acts of God, weather conditions, storm damage, fire, flood, earthquake, improper care, normal surface wear, accidental or intentional damage or any other damage caused beyond HomeTurf's control. In addition, this Warranty does not cover routine maintenance.

### [SHOW LESS](#)

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Turf Warranty - LIMITED LIFETIME (25) YEAR LANDSCAPE WARRANTY	\$0.00
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HOMETURF WARRANTY IS AS FOLLOWS IF YOU HAVE PURCHASED SYNTHETIC GRASS INSTALLED BY HOMETURF

HOMETURF WARRANTS THAT IF THE SYNTHETIC GRASS IT MANUFACTURED AND SUPPLIED PROVES TO BE DEFECTIVE IN MATERIALS OR WORKMANSHIP RESULTING IN PREMATURE WEAR, DURING NORMAL USE OF THE PRODUCT , WITHIN TWENTY FIVE (25) YEARS FROM THE DATE OF INSTALLATION OR SUFFERS SIGNIFICANT FADING, BREAKDOWN OR DEGRADATION DUE TO EXPOSURE TO NATURAL ULTRAVIOLET RAYS WITHIN THE SAME TWENTY FIVE (25) YEAR PERIOD, HOMETURF WILL, AT ITS SOLE OPTION EITHER 1) REPAIR OR REPLACE THE AFFECTED AREA WITHOUT CHARGE TO THE PURCHASER, OR 2) ISSUE A CREDIT EQUAL TO THE COST OF THE SYNTHETIC GRASS MATERIAL. FOR THE PURPOSE OF THIS WARRANTY THE PRODUCT SHALL BE DEEMED TO HAVE FAILED IN ULTRA-VIOLET STABILITY IF THE ORIGINAL TENSILE STRENGTH OF THE PRODUCT DECREASES BY MORE THAN 50 PERCENT.

PRORATION IS AS FOLLOWS\*: YEARS 1-15(100%), YEARS 15-18



## Materials

## Total

(70%), YEARS 18-20 (50%) YEARS 20-25 (25%).

IN THE EVENT THAT HOMETURF ELECTS TO ISSUE A CREDIT IN LIEU OF REPAIR OR REPLACEMENT, SAID CREDIT SHALL ONLY APPLY TO THE AFFECTED AREA OF THE SYNTHETIC GRASS GIVING RISE TO THE CLAIM. THE CREDIT SHALL BE ISSUED TO THE HOME OWNER AS A PERCENTAGE OF THE REPLACEMENT COST OF NEW SYNTHETIC GRASS OF THE SAME OR COMPARABLE QUALITY. THE CREDIT WILL BE GOOD ONLY TOWARD THE PURCHASE OF HOMETURF SYNTHETIC GRASS. THERE WILL BE NO CASH PAYMENT.

WARRANTY DOES NOT COVER ANY TYPE OF MATTING ON THIS PRODUCT, REGARDLESS OF THE CAUSE. THIS WARRANTY ONLY APPLIES TO SYNTHETIC GRASS PRODUCTS THAT HAVE BEEN PURCHASED AND INSTALLED FROM HOMETURF.

THIS WARRANTY IS LIMITED TO THE REMEDIES OF REPAIR OR REPLACEMENT OF THE AFFECTED AREAS OF THE SYNTHETIC GRASS.

THIS WARRANTY DOES NOT COVER THE INSTALLATION OF THE SYNTHETIC GRASS OR ANY ISSUES STEMMING FROM THE INSTALLATION.

THIS WARRANTY DOES NOT COVER SURFACE DETERIORATION RESULTING FROM NORMAL WEAR AND TEAR OR ANY DAMAGES CAUSED BY SITE CONDITIONS AND IMPROPER INSTALLATION BEYOND ITS CONTROL, ACCIDENTS, MISUSE, ABUSE, NEGLIGENCE, EXPOSURE OF THE PRODUCT TO INAPPROPRIATE FOOTWEAR (I.E. METAL CLEATS), TOBACCO PRODUCTS, CHEMICALS OR CLEANING AGENTS, FIRE, FLOODS, VANDALISM, ACTS OF GOD.

HOMETURF HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

HOMETURF SPECIFICALLY EXCLUDES AND WILL NOT PAY CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THIS WARRANTY. THIS INCLUDES ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SYNTHETIC GRASS, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR ECONOMIC LOSS, EXPENSE AND

## Materials

Total

PERSONAL INJURY ETC.

THIS WARRANTY IS NON-TRANSFERABLE. THIS WARRANTY IS ONLY EXTENDED TO THE ORIGINAL PURCHASER.

ALL WARRANTY CLAIMS MUST BE PRESENTED IN A TIMELY FASHION TO HOMETURF AS A PRINTED DESCRIPTION WITH PHOTOS AS SOON AS AN ISSUE WITH THE SYNTHETIC GRASS BECOMES EVIDENT.

THIS WARRANTY DOES NOT COVER SUN MAGNIFICATION AND MELTING FROM LOW E WINDOWS OR MATTING

[SHOW LESS](#)

**Subtotal** **\$16,340.00**

Sales Tax (8.25%) + \$0.00

**Total** **\$16,340.00**

K9 Zoom

**\$17,587.00**

APPROVE

## Estimate Details

Service

Total

Synthetic Turf -  
Standard Synthetic  
Turf Installation **\$17,587.00**

1. Site preparation including excavation, removal and disposal of existing soil/grass to bring area to required grade.
2. Cap/terminate any existing irrigation for turf area.
3. Installation grading and compaction of base at an approx. depth

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

Approval of contracts for 2024-25 school year.

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

Approval of attached contracts for the 2024-25 school year with various vendors.

**Fiscal Impact (Cost):**

See attached list.

**Funding Source:**

General Fund

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**



Lisa Davis, Assistant Superintendent

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



Dr. Rhonda Taylor, Superintendent

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

Easy Open Garage Door Co. Inc.	ESS Garage Door Replacement	PW2025-001	ESS	12/20/2024	12/20/2024	\$23,925.00
Solana Center for Environmental Innovation	Hands-On Worm Composting for Kindergarten	L2025-005	LV	3/7/20025	3/7/20025	\$0.00
Dinah Brown	CGI-Cognitively Guided Instruction	L2025-006	LV	2/1/2025	6/12/2025	\$900.00
Fire Safe Kids-Burn Institute	Assemblies for Grades TK-5	L2025-007	LP	2/7/2025	2/7/2025	\$0.00
Home Turf	Turf in the ESS & K Playground Area	PW2025-002	WG	2/28/2025	5/1/2025	\$16,340.00
Brian Moehl, San Diego Bird Alliance	The Ecology and Native Americans of the Region	L2025-008	LP	1/29/2025	1/29/2025	\$0.00
City Heights Music School/Youth Philharmonic Orchestra	Music 123 Program for TK-5th Graders 30 Min. Classes for 15 Weeks	I2025-32	RIA/wG	11/4/2024	3/29/2025	\$13,852/(RIA) & \$7,040 (WG)
Celebrate	1 Year License For 100 Students & 6 Educators Software	V2025-94	DREAM	1/1/2025	6/30/2025	\$1,275.00
AlphaStudio Design Group	ESS TDS RELO / LC CAFETERIA EXPANSION	V2025-95	ESS/CN			\$75,150/\$77,740
ASES Grant Contract Grant ID37-23939-1037EZ	After School Education and Safety Program	V2025-96	ESS	7/1/2024	6/30/2025	
Catapult Learning West, LLC	Instructional Intervention	V2025-97	Ed Services	2/17/2025	6/30/2025	\$3,287.00
American Modular Building - Relocatable Building	LUSD RFP #2024-11		Piggyback bid with Santa Cruz City Scho	2/13/2025		\$629,630.00

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** 2/13

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**Agenda Item:**

Field Trip Approval to Knott's Berry Farm for DREAM Middle School on 3/13/2025

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

As part of the Middle School PBL project, they are participating in Knott's Berry Farm Physics Day, where they will enter their roller coasters in the competition.

**Fiscal Impact (Cost):**

Up to \$1200

**Funding Source:**

1110 1000 5800076

**Recommended Action:**

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

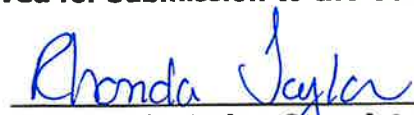
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**Originating Department/School:** DREAM Academy

**Submitted/Recommended By:**

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

  
Principal/Department Head Signature

  
Dr. Rhonda Taylor, Superintendent

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

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** January 16, 2025

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**Agenda Item:**

2024-25 Donations

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

Approval is requested of the attached list of donations to the District for the 2024-25 school year.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Recommended Action:**

☐ Informational

☐ Denial/Rejection

☐ Discussion

☐ Ratification

☒ Approval

☐ Explanation: Click here to enter text.

☐ Adoption

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**Originating Department/School:** Superintendent

**Submitted/Recommended By:**

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



Rachel Camarero, Executive Assistant



Dr. Rhonda Taylor, Superintendent

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

**Board Donation Report****Month of Donation:**

February 2025

	School Site/Dept.	Organization/Person	Amount of Donation	Item
<b>School Site Donations</b>	Lakeside Middle School	Veterans of Foreign Wars (VFW)	\$500	FFA Leadership Conference Donation
	Lakeside Middle School	Frank Hilliker	\$300	FFA Leadership Conference Donation
	Lindo Park Elementary	Lakeside Kiwanis Club	\$300	Lindo Park Garden Donation
<b>PTA Donations</b>	Lakeside Farms	PTA	\$162.00	Fall Carnival Custodial Charges
	Lakeside Farms	PTA	\$616.34	Put-In-Cups Deposit
	Lemon Crest	PTA	\$211.30	Fall Carnival Custodial Charges
	Lakeview Elementary	PTA	\$2,506.90	FT Transp. Charges - Biztown Bus

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

Adoption of Board Policy and Administrative Regulation 3515.5: Sex Offender Notification

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

Adoption is requested of updates to the Board Policy and Administrative Regulation 3515.5: Sex Offender Notification. Policy updated to clarify that a district employee to whom sex offender information is disclosed by a law enforcement entity may only disclose the information when authorized by the law enforcement entity and in the manner authorized. Regulation updated to emphasize that the components of the plan for receiving and communicating information about registered sex offenders residing within the district boundaries are related to the safety of children.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

Click here to enter text.

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

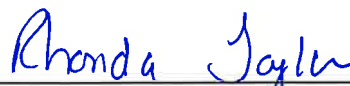
**Originating Department/School:** Superintendent

**Submitted/Recommended By:**

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



Rachel Camarero, Executive Assistant



Dr. Rhonda Taylor, Superintendent

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



**Policy 3515.5: Sex Offender Notification**

**Status:** DRAFT

**Original Adopted Date:** 09/17/2012 | **Last Reviewed Date:** 09/17/2012

In order to protect students while they are traveling to and from school, or attending school or a school-related activity, the Governing Board believes it is important that the district respond appropriately when a law enforcement agency notifies the district about registered sex offenders who may reside or work within district boundaries.

The Superintendent or designee shall establish an ongoing relationship with law enforcement officials to coordinate the receipt and dissemination of such information. To the extent authorized by law, the Superintendent or designee also shall establish procedures for notifying appropriate staff as necessary.

Any district employee to whom sex offender information is disclosed by a law enforcement entity shall disclose the information only when authorized by the law enforcement entity and in the manner authorized.

The Superintendent or designee may annually notify parents/guardians of the availability of information about registered sex offenders on the Department of Justice's Megan's Law website.

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**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.

<b>State</b>	<b>Description</b>
Ed. Code 32211	<a href="#">Threatened disruption or interference with classes</a>
Ed. Code 35160	<a href="#">Authority of governing boards</a>
Ed. Code 35160.1	<a href="#">Broad authority of school districts</a>
Ed. Code 48981	<a href="#">Parental notifications</a>
Ed. Code 48985	Translation of notifications
Pen. Code 290	<a href="#">Registration of sex offenders</a>
Pen. Code 290.024	Internet identifiers; definition
Pen. Code 290.4	<a href="#">Information regarding sex offenders</a>
Pen. Code 290.45	<a href="#">Sex offenders; authority of peace officers to provide information</a>
Pen. Code 290.46	<a href="#">Making information about certain sex offenders available via the Internet</a>
Pen. Code 290.9	<a href="#">Addresses of persons who violate duty to register</a>
Pen. Code 290.95	<a href="#">Disclosure by person required to register as sex offender</a>
Pen. Code 3003	<a href="#">Parole; geographic placement</a>
Pen. Code 626.8	<a href="#">Disruptions</a>
Pen. Code 626.81	<a href="#">Sex offender; permission to volunteer at school</a>
Pen. Code 830.32	<a href="#">School district and community college police</a>
<b>Federal</b>	<b>Description</b>
42 USC 14071	<a href="#">Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Program Act</a>
<b>Management Resources</b>	<b>Description</b>
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 20 (1999)
Website	<a href="#">U.S. Department of Justice, Sex Offender Registration and Notification Act</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Department of Justice, Megan's Law</a>

**Cross References**

0450  
0450  
1240  
1240  
1250-E PDF(1)  
1250  
1250  
1400  
3515  
3515  
3515.2  
3515.2  
4112  
4212  
5142  
5142  
5145.6-E PDF(1)  
5145.6

**Description**

[Comprehensive Safety Plan](#)  
[Comprehensive Safety Plan](#)  
[Volunteer Assistance](#)  
[Volunteer Assistance](#)  
[Visitors/Outsiders](#)  
[Visitors/Outsiders](#)  
[Visitors/Outsiders](#)  
[Relations Between Other Governmental Agencies And The Schools](#)  
[Campus Security](#)  
[Campus Security](#)  
[Disruptions](#)  
[Disruptions](#)  
[Appointment And Conditions Of Employment](#)  
[Appointment And Conditions Of Employment](#)  
[Safety](#)  
[Safety](#)  
[Parent/Guardian Notifications](#)  
[Parent/Guardian Notifications](#)

**Regulation 3515.5: Sex Offender Notification**

**Status:** DRAFT

**Original Adopted Date:** 09/17/2012 | **Last Reviewed Date:** 09/17/2012

The Superintendent or designee shall develop a plan for receiving and communicating information about registered sex offenders residing within district boundaries. The Superintendent or designee shall ensure, at a minimum, that the following components are part of the plan:

1. The Superintendent or designee shall appoint a staff member to serve as the liaison with law enforcement regarding sex offender information in relation to the safety of children.
2. The Superintendent or district liaison shall, at the beginning of each school year, contact local law enforcement to coordinate the receipt of information.
3. Law enforcement shall be informed that all notifications and correspondence should be directed to the liaison as well as the individual school sites. A letter shall be sent annually to local law enforcement, identifying the name, phone number, and address of the liaison.
4. The Superintendent or district liaison shall collaborate with law enforcement in order to alert children to the dangers of sex offenders, develop a system for distributing information about sex offenders, and train school staff and parents/guardians about the roles and responsibilities of both the district and law enforcement.
5. The Superintendent or district liaison shall, at the beginning of each school year, notify parents/guardians of the district's willingness and intention to work with law enforcement on keeping students safe from sex offenders and shall explain the appropriate roles and responsibilities of both the district and law enforcement.

This communication shall also explain:

- a. The reporting requirements pursuant to Penal Code 290 and 290.45, including the fact that law enforcement is the agency best able to assess the relative danger of a sex offender
  - b. The ability of the parents/guardians to contact law enforcement for additional information and to view the information on the Department of Justice's (DOJ) Megan's Law website
6. When law enforcement notifies the district of the residency or employment of a sex offender within district boundaries, the Superintendent or district liaison shall consult with law enforcement about the appropriate scope of the disclosure.
  7. Any staff member who receives information directly from law enforcement regarding registered sex offenders shall immediately contact the Superintendent or district liaison in order to help ensure that the district is able to respond appropriately.
  8. If an identified sex offender is seen on or near school grounds or around any child, staff shall immediately contact the district liaison who shall inform local law enforcement accordingly.

**Notification to Parents/Guardians**

When law enforcement has determined that parents/guardians should be notified regarding the presence of a sex offender in the community, the Superintendent or district liaison shall collaborate with local law enforcement in order to determine an appropriate response. This response may include:

1. An article in a school or parent council newsletter notifying parents/guardians that law enforcement information about registered sex offenders is available at the local law enforcement agency headquarters and/or at the school office.
2. A mailing, at law enforcement's expense, prepared by law enforcement, and printed on law enforcement letterhead and envelopes, notifying parents/guardians of the presence of registered sex offenders.
3. A mailing of a letter, at district expense, prepared by law enforcement and printed on law enforcement letterhead and envelopes, notifying parents/guardians of the presence of registered sex offenders.

The article and mailings listed above shall encourage parents/guardians to contact local law enforcement and access the DOJ's Megan's Law website for additional information.

Whenever the principal has granted permission to a person who is required to register as a sex offender pursuant to Penal Code 290 to come into a school building or upon school grounds to volunteer at the school, the principal or designee shall notify the parent/guardian of each student at that school at least 14 days in advance, that a registered sex offender has been granted such permission, the date(s) and times for which permission has been granted, and the parent/guardian's right to obtain information regarding the person from a designated law enforcement agency. This notice shall be provided by regular mail or any other method normally used by the District to communicate with parents/guardians in writing. If a parent/guardian requests such a notice in electronic format, the district shall provide electronic notice. (Education Code 48985, Penal Code 626.81)

**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

Ed. Code 32211

## Description

[Threatened disruption or interference with classes](#)

Ed. Code 35160

[Authority of governing boards](#)

Ed. Code 35160.1

[Broad authority of school districts](#)

Ed. Code 48981

[Parental notifications](#)

Ed. Code 48985

Translation of notifications

Pen. Code 290

[Registration of sex offenders](#)

Pen. Code 290.024

Internet identifiers; definition

Pen. Code 290.4

[Information regarding sex offenders](#)

Pen. Code 290.45

[Sex offenders; authority of peace officers to provide information](#)

Pen. Code 290.46

[Making information about certain sex offenders available via the Internet](#)

Pen. Code 290.9

[Addresses of persons who violate duty to register](#)

Pen. Code 290.95

[Disclosure by person required to register as sex offender](#)

Pen. Code 3003

[Parole; geographic placement](#)

Pen. Code 626.8

[Disruptions](#)

Pen. Code 626.81

[Sex offender; permission to volunteer at school](#)

Pen. Code 830.32

[School district and community college police](#)

## Federal

42 USC 14071

## Description

[Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Program Act](#)

## Management Resources

Attorney General Opinion

## Description

82 Ops.Cal.Atty.Gen. 20 (1999)

Website

[U.S. Department of Justice, Sex Offender Registration and Notification Act](#)

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[California Department of Justice, Megan's Law](#)

## Cross References

0450

## Description

[Comprehensive Safety Plan](#)

0450

[Comprehensive Safety Plan](#)

1240

[Volunteer Assistance](#)

1240

[Volunteer Assistance](#)

1250-E PDF(1)

[Visitors/Outsiders](#)

1250

[Visitors/Outsiders](#)

**Cross References**

1250

1400

3515

3515

3515.2

3515.2

4112

4212

5142

5142

5145.6-E PDF(1)

5145.6

**Description**[Visitors/Outsiders](#)[Relations Between Other Governmental Agencies And The Schools](#)[Campus Security](#)[Campus Security](#)[Disruptions](#)[Disruptions](#)[Appointment And Conditions Of Employment](#)[Appointment And Conditions Of Employment](#)[Safety](#)[Safety](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

Adoption of Board Bylaw 9240 : Board Training

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

Adoption of Board Bylaw 9240: Board Training. Bylaw updated to include ethics training required by Governing Board members who are in office as of January 1, 2025, with completion by January 1, 2026, and every two years thereafter. Additionally, bylaw updated to add that the Board president work with the Superintendent or designee to include funds for professional development and associated reasonable travel expenses for the Board as a whole and for each individual Board member in the district's proposed annual budget and, consistent with the availability of funds in the district's adopted annual budget, (1) the Board president or designee annually develop, and bring to the Board for adoption, a Board professional development calendar designed to assist the Board as a whole, and (2) individual Board members identify and participate in additional professional development opportunities and then timely inform the Board president and the Superintendent upon doing so. In addition, bylaw updated to revise references to relevant training opportunities.

**Last Updated in LUSD:** 9/8/2022

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

Click here to enter text.

**Addresses Emphasis Goal(s):**

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

**Recommended Action:**

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☐ **Approval**

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

☒ **Adoption**

**Originating Department/School:** Superintendent

**Submitted/Recommended By:**

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



Rachel Camarero, Executive Assistant



Dr. Rhonda Taylor, Superintendent

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

**Bylaw 9240: Board Training**

Status: DRAFT

Original Adopted Date: 09/17/2012 | Last Revised Date: 09/08/2022 | Last Reviewed Date: 09/08/2022

The Governing Board believes that the Board's ability to effectively and responsibly govern the district is essential to promoting student achievement, building positive community relations, and protecting the public interest in district schools. Board members shall participate in mandatory ethics training, as outlined below, and are encouraged to participate in ongoing opportunities for professional development sufficient to help them understand their responsibilities, stay abreast of new developments in education, and improve governance skills.

Unless a Board member's term expires prior to January 1, 2026, each Board member shall complete ethics training in accordance with Government Code 53234-53235.2 by January 1, 2026, and least once every two years thereafter. (Government Code 53235)

Once completed, the Board member shall inform the Board president and Superintendent, who shall ensure that records are retained for each Board member's participation in the required ethics training.

The Board president and/or the Superintendent or designer shall provide an orientation to newly elected or appointed Board members consistent with Board Bylaw 9230: Orientation.

The Board president shall work with the Superintendent or designer to include funds for professional development and associated reasonable travel expenses for the Board as a whole and for each individual Board member in the district's proposed annual budget.

Consistent with the availability of funds in the district's adopted annual budget, the Board president or designer shall annually develop, and bring to the Board for adoption at a Board meeting, a Board professional development calendar designed to assist the Board as a whole in understanding the principles of effective governance, including, but not limited to, information on school finance and budgets, student achievement and assessment, labor relations, community relations, program evaluation, open meeting laws (the Brown Act), conflict of interest laws, and other topics necessary to govern effectively and in compliance with law.

Board members are encouraged to consider participating in the professional development opportunities offered by CSBA such as the Institute for New and First-Term Board Members, Masters in Governance Program, Annual Education Conference and Trade Show, Legal Symposium for Experienced Board Members, Board Presidents Workshop, Brown Act Workshop, Policy Update Webinars, and Ethics Trainings.

Individual Board members are encouraged to share the knowledge or skills acquired from individual professional development opportunities with the full Board, thereby benefiting the Board and district.

Consistent with Board Bylaw 9230: Meetings and Notices, Board members may attend a professional development opportunity as part of a conference or similar public gathering, such as the Annual Education Conference and Trade Show hosted by CSBA, so long as a majority of the Board members do not discuss among themselves, other than part of the scheduled program, business of a specified nature that is within the district's jurisdiction.

The district shall, as the Board deems appropriate, annually subscribe to institutional memberships in appropriate county, state, and national organizations, which may include California School Boards Association, National School Boards Association, Association of School Business Officials of the United States of America and Canada, Association of California School Administrators, and other such organizations.

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**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**

Gov. Code 53234-53235.2

[Ethics training](#)

Gov. Code 54950-54963

[The Ralph M. Brown Act](#)

Gov. Code 54952.2

[Meeting: defined](#)

**Management Resources**

CSBA Publication

CSBA Publication

Website

Website

**Description**

Professional Governance Standards for School Boards

Call to Order: A Blueprint for Great Board Meetings

[CSBA District and County Office of Education Legal Services](#)

[CSBA](#)

**Cross References**

0000

0000

0100

0200

1112

2111

2140

3100

3100

6000

9000

9005

9100

9121

9220

9220-E PDF(1)

9230

9250

9270

9270-E PDF(1)

9320

9400

**Description**

[Vision](#)

[Vision](#)

[Philosophy](#)

[Goals For The School District](#)

[Media Relations](#)

[Superintendent Governance Standards](#)

[Evaluation Of The Superintendent](#)

[Budget](#)

[Budget](#)

[Concepts And Roles](#)

[Role Of The Board](#)

[Governance Standards](#)

[Organization](#)

[President](#)

[Governing Board Elections](#)

[Governing Board Elections](#)

[Orientation](#)

[Remuneration, Reimbursement And Other Benefits](#)

[Conflict Of Interest](#)

[Conflict Of Interest](#)

[Meetings And Notices](#)

[Board Self-Evaluation](#)



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

Adoption of Board Policy and Regulation 1250: Visitors/Outsiders

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

Adoption is requested of Board Policy and Regulation 1250: Visitors/Outsiders. Policy updated to (1) emphasize in the philosophical statement that visitation by parents/guardians and community members be consistent with the policy, the accompanying administrative regulation and procedures established by the Superintendent or designee, (2) clarify that visits during school hours are required to be arranged with the principal or designee, and (3) delete options regarding required registration when entering school buildings or grounds, in keeping with the removal of the distinction between visitors and outsiders throughout the policy and accompanying administrative regulation, and instead require everyone but staff and students to register upon arrival. Additionally, policy updated to change from being permissive to required (1) the provision of a visible means of identification for anyone who is not a student or staff member, (2) for any visitor who is in a school building or on school grounds, to behave in an orderly manner, and (3) the principal or designee's request that any individual who is causing a disruption to immediately leave school grounds. In addition, policy updated to add that the principal report to the Superintendent or designee anytime a request by a registered sex offender to enter the school campus or grounds is received. Regulation updated to remove the distinction between visitors and outsiders, requiring everyone but staff and students to register upon arrival. Regulation also updated to add language regarding the principal or designee's authorization to issue a stay away letter if a visitor has shown reasonable cause to believe that the visitor is willfully disrupting the orderly operation of a school.

**Last updated in LUSD:** 9/17/2012

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

[Click here to enter text.](#)

**Addresses Emphasis Goal(s):**

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

**Recommended Action:**

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☐ **Approval**

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

☒ **Adoption**

**Originating Department/School:** Superintendent

**Submitted/Recommended By:**

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

Rachel Camarero  
Rachel Camarero, Executive Assistant

Rhonda Taylor  
Dr. Rhonda Taylor, Superintendent

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

**Policy 1250: Visitors/Outsiders**

Status: DRAFT

Original Adopted Date: 09/17/2012 | Last Reviewed Date: 09/17/2012

The Governing Board believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, the Board encourages interested parents/guardians and community members to visit the schools and participate in the educational program—consistent with the Board policy, the accompanying administrative regulation, and any procedures established by the Superintendent or designee.

To ensure the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours ~~should~~ shall be arranged with the principal or designee. When a visit involves a conference with a teacher or the principal, an appointment should be scheduled during noninstructional time.

Any person who is not a student or staff member shall register immediately as a visitor upon entering any school building or grounds when school is in session.

The principal or designee shall provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher's and principal's permission. (Education Code 51512)

Any visitor who is in a school building or on school grounds when school is in session shall behave in an orderly manner while on school grounds and by utilizing the district's complaint process if they have concerns with any district program or employee. In accordance with Penal Code 626.7 and Administrative Regulation 3515.2-Disruptions, the principal or designee shall request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

**Presence of Sex Offender on Campus**

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a district student, shall request written permission from the principal before entering the school campus or grounds. In accordance with Board Policy and Administrative Regulation 3515.5-Sex Offender Notification. The principal shall report to the Superintendent or designee anytime such a request is received and notify the Superintendent or designee if permission is granted or denied. As necessary, the principal shall consult with local law enforcement authorities before allowing the presence of any such person at school or other school activity. The principal shall indicate on the written permission the date (s) and times for which permission has been granted. (Penal Code 626.81)

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**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 32210	<a href="#">Willful disturbance of public school or meeting</a>
Ed. Code 32211	<a href="#">Threatened disruption or interference with classes</a>
Ed. Code 32212	<a href="#">Classroom interruptions</a>
Ed. Code 35160	<a href="#">Authority of governing boards</a>
Ed. Code 35292	<a href="#">Visits to schools (Board members)</a>
Ed. Code 49091.10	<a href="#">Parental right to inspect instructional materials and observe school activities</a>
Ed. Code 51101	<a href="#">Parents Rights Act of 2002</a>
Ed. Code 51512	<a href="#">Prohibited use of electronic listening or recording device</a>

**State**

Evid. Code 1070

Lab. Code 230.8

Pen. Code 290

Pen. Code 626-626.11

Pen. Code 626.81

Pen. Code 627-627.10

**Management Resources**

Attorney General Opinion

Court Decision

Website

**Cross References**

1100

1112

1240

1240

1312.1

1312.1

1312.2-E PDF(1)

1312.2-E PDF(2)

1312.2

1312.2

1312.3-E PDF(1)

1312.3-E PDF(2)

1312.3

1312.3

1312.4-E PDF(1)

1312.4-E PDF(2)

1312.4

1313-E PDF(2)

1313

1313

1700

3513.3

3513.3

3513.4

3515

3515

3515.2

**Description**

[Refusal to disclose news source](#)

[Discharge or discrimination for taking time off to participate in child's educational activities](#)

[Sex offenders](#)

[Weapons on school grounds and other school crimes](#)

[Misdemeanor for registered sex offender to come onto school grounds](#)

[Access to school premises](#)

**Description**

95 Ops.Cal.Atty.Gen. 509 (1996)

Reeves v. Rocklin Unified School District (2003) 109 Cal.App.4th 652

[CSBA District and County Office of Education Legal Services](#)

**Description**

[Communication With The Public](#)

[Media Relations](#)

[Volunteer Assistance](#)

[Volunteer Assistance](#)

[Complaints Concerning District Employees](#)

[Complaints Concerning District Employees](#)

[Complaints Concerning Instructional Materials](#)

[Complaints Concerning Instructional Materials](#)

[Complaints Concerning Instructional Materials](#)

[Complaints Concerning Instructional Materials](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Williams Uniform Complaint Procedures - Exhibit 1](#)

[Williams Uniform Complaint Procedures - Exhibit 2](#)

[Williams Uniform Complaint Procedures](#)

[Civility](#)

[Civility](#)

[Civility](#)

[Relations Between Private Industry And The Schools](#)

[Tobacco-Free Schools](#)

[Tobacco-Free Schools](#)

[Drug And Alcohol Free Schools](#)

[Campus Security](#)

[Campus Security](#)

[Disruptions](#)

**Cross References**

3515.2

3515.5

3515.5

5020

5020

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5142

6020

6020

6116

**Description**[Disruptions](#)[Sex Offender Notification](#)[Sex Offender Notification](#)[Parent Rights And Responsibilities](#)[Parent Rights And Responsibilities](#)[Safety](#)[Safety](#)[Parent Involvement](#)[Parent Involvement](#)[Classroom Interruptions](#)

**Regulation 1250: Visitors/Outsiders**

**Status:** DRAFT

**Original Adopted Date:** 09/17/2012 | **Last Reviewed Date:** 09/17/2012

The Superintendent or designee shall post at every entrance to each school and school grounds a notice describing registration requirements, school hours or hours during which registration is required, the registration location, the route to take to that location, and the penalties for violation of registration requirements. (Education Code 32211; Penal Code 627.6)

Unless otherwise directed by the principal or designee, a staff member shall accompany visitors while they are on school grounds.

Any person who is not a student or staff member shall register immediately upon entering any school building or grounds when school is in session. (Education Code 35160)

**Registration Procedure**

In order to register, a visitor shall, upon request, furnish the principal or designee with the following information: (Penal Code 627.3)

1. Name, address, and occupation
2. Age, if less than 21
3. Purpose for entering school grounds
4. Proof of identity
5. Other information consistent with the provisions of law

**Principal's Registration Authority**

The principal or designee may refuse to register any visitor if the principal or designee reasonably concludes that the individual's presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The principal or designee may revoke any visitor's registration if there is a reasonable basis for concluding that the individual's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff. (Penal Code 627.4)

When a visitor fails to register, or when the principal or designee denies or revokes a visitor's registration privileges, the principal or designee shall request that the individual promptly leave school grounds. If a visitor is shown reasonable cause to believe that the visitor is willfully disrupting the orderly operation of a school the principal or designer may issue a "Stay Away Letter" in accordance with Penal Code 626.4. When a visitor is directed to leave, the principal or designee shall inform a visitor that if the visitor reenters the school within seven days the visitor may be guilty of a misdemeanor subject to a fine and/or imprisonment. (Penal Code 627.7)

**Appeal Procedure**

Any person who is denied registration or whose registration is revoked may appeal either of these determinations by submitting, within five days after the person's departure from school, a written request for a hearing to either the Superintendent or the principal of the school at which the registration was denied or revoked. This request must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the Superintendent or principal shall promptly mail a notice of the hearing to the person requesting it. A hearing before the Superintendent or principal shall be held within seven days after receipt of the request. (Penal Code 627.5)

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**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**

Ed. Code 32210  
 Ed. Code 32211  
 Ed. Code 32212  
 Ed. Code 35160  
 Ed. Code 35292  
 Ed. Code 49091.10  
 Ed. Code 51101  
 Ed. Code 51512  
 Evid. Code 1070  
 Lab. Code 230.8  
 Pen. Code 290  
 Pen. Code 626-626.11  
 Pen. Code 626.81  
 Pen. Code 627-627.10

**Management Resources**

Attorney General Opinion  
 Court Decision  
 Website

**Cross References**

1100  
 1112  
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 1312.2-E PDF(2)  
 1312.2  
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 1312.3-E PDF(1)  
 1312.3-E PDF(2)  
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 1312.3  
 1312.4-E PDF(1)  
 1312.4-E PDF(2)  
 1312.4  
 1313-E PDF(2)  
 1313

**Description**

[Willful disturbance of public school or meeting](#)  
[Threatened disruption or interference with classes](#)  
[Classroom interruptions](#)  
[Authority of governing boards](#)  
[Visits to schools \(Board members\)](#)  
[Parental right to inspect instructional materials and observe school activities](#)  
[Parents Rights Act of 2002](#)  
[Prohibited use of electronic listening or recording device](#)  
[Refusal to disclose news source](#)  
[Discharge or discrimination for taking time off to participate in child's educational activities](#)  
[Sex offenders](#)  
[Weapons on school grounds and other school crimes](#)  
[Misdemeanor for registered sex offender to come onto school grounds](#)  
[Access to school premises](#)

**Description**

95 Ops.Cal.Atty.Gen. 509 (1996)  
 Reeves v. Rocklin Unified School District (2003) 109 Cal.App.4th 652  
[CSBA District and County Office of Education Legal Services](#)

**Description**

[Communication With The Public](#)  
[Media Relations](#)  
[Volunteer Assistance](#)  
[Volunteer Assistance](#)  
[Complaints Concerning District Employees](#)  
[Complaints Concerning District Employees](#)  
[Complaints Concerning Instructional Materials](#)  
[Complaints Concerning Instructional Materials](#)  
[Complaints Concerning Instructional Materials](#)  
[Complaints Concerning Instructional Materials](#)  
[Uniform Complaint Procedures](#)  
[Uniform Complaint Procedures](#)  
[Uniform Complaint Procedures](#)  
[Uniform Complaint Procedures](#)  
[Williams Uniform Complaint Procedures - Exhibit 1](#)  
[Williams Uniform Complaint Procedures - Exhibit 2](#)  
[Williams Uniform Complaint Procedures](#)  
[Civility](#)  
[Civility](#)

**Cross References**

1313

1700

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3515.2

3515.2

3515.5

3515.5

5020

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5142

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6116

**Description**[Civility](#)[Relations Between Private Industry And The Schools](#)[Tobacco-Free Schools](#)[Tobacco-Free Schools](#)[Drug And Alcohol Free Schools](#)[Campus Security](#)[Campus Security](#)[Disruptions](#)[Disruptions](#)[Sex Offender Notification](#)[Sex Offender Notification](#)[Parent Rights And Responsibilities](#)[Parent Rights And Responsibilities](#)[Safety](#)[Safety](#)[Parent Involvement](#)[Parent Involvement](#)[Classroom Interruptions](#)



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13th, 2025

**Agenda Item:**

Enrollment Report Month 5 (12/9/2024 – 1/3/2025)

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

**Fiscal Impact (Cost):**

**Funding Source:**

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

☒ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☐ **Approval**

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

☐ **Adoption**

---

**Originating Department/School:** Business Services

**Submitted/Recommended By:**

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



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

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

LAKESIDE UNION SCHOOL DISTRICT							MONTH 5		12/9/2024 - 1/3/2025			DATE: 1/27/2025	
											M5 24/25	M5 23/24	
SCHOOL	TK	K	1	2	3	4	5	6	7	8	TOTAL	TOTAL	VARIANCE
LAKESIDE FARMS	76	105	87	103	109	96	88				664	662	2
LAKEVIEW	46	102	94	95	122	95	114				668	657	11
LEMON CREST	24	58	60	74	74	68	76				434	437	-3
LINDO PARK	25	56	56	65	57	78	72				409	425	-16
RIVERVIEW				102	124	117	122				465	499	-34
WINTER GARDENS	102	117	45								264	290	-26
LAKESIDE MIDDLE								243	251	222	716	672	44
TIERRA DEL SOL								236	258	214	708	743	-35
DREAM ACADEMY	0	23	15	13	14	13	13	19	11	10	131	82	49
NPS/RTC	0	0	1	0	1	1	1	1	1	2	8	6	2
DISTRICT TOTAL	273	461	358	452	501	468	486	499	521	448	4,467	4,473	-6
YEAR OVER YEAR COMPARISON													
MONTH	AUG M0	AUG M1	SEP M2	OCT M3	NOV M4	DEC M5	JAN M6	FEB M7	MAR M8	APR M9	MAY M10	JUN M11	
2024-2025	4,501	4,504	4,500	4,487	4,490	4,467							
2023-2024	4,544	4,543	4,543	4,527	4,517	4,473	4,485	4,479	4,464	4,470	4,467	4,453	
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	-	
BARONA INDIAN CHARTER SCHOOL		GRADE	TK/K	1	2	3	4	5	6	7	8	TOTAL	
			15	14	9	8	9	15	5	9	3	87	
RIVER VALLEY CHARTER SCHOOL		GRADE	7	8	9	10	11	12				TOTAL	
			29	39	42	46	42	35				233	

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2024

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**Agenda Item:**

Quarterly Investment Reports, San Diego County Treasury Investment Pool as of quarter ended on December 31, 2024.

**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):**

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

**Recommended Action:**

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

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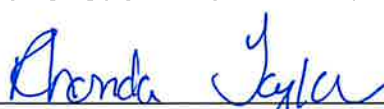
**Originating Department/School:** Business Services

**Submitted/Recommended By:**

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



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

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

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 December 31, 2024 the funds of the Lakeside Union School District were invested in the San Diego County Investment Pool Balances by fund shown below:

<i>San Diego County Treasury Investment Pool</i>		<i>\$25,444,566.01</i>
<b>0100</b>	<b>General Fund</b>	<b>\$ 16,485,245.57</b>
<b>0800</b>	<b>ASB</b>	<b>\$ 57,158.07</b>
<b>1200</b>	<b>Child Development</b>	<b>\$ 3,844,294.13</b>
<b>1300</b>	<b>Child Nutrition</b>	<b>\$ 4,239,682.10</b>
<b>1500</b>	<b>Pupil Transportation-Equip.</b>	<b>\$ 10,863.18</b>
<b>1742</b>	<b>Special Reserve Other Than Capital Outlay</b>	<b>\$ 264.64</b>
<b>2139</b>	<b>Building Fund (Bond)</b>	<b>\$ 2,870.26</b>
<b>2519</b>	<b>Capital Facilities/Developer Fees</b>	<b>\$ 100,085.85</b>
<b>4000</b>	<b>Special Reserves/Capital Projects</b>	<b>\$ 704,102.21</b>

Annualized Interest Rate as of 12/31/24 is 3.735%

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

2/3/25

Date

**San Diego County Office of Education  
SD County Pool Interest Rate  
2024-25 Fiscal Year**

Quarter Ending	Interest Rate	
	Quarterly	Annualized
September 30, 2024	0.9588490%	3.835%
December 31, 2024	0.9337175%	3.735%
March 31, 2025		0.000%
June 30, 2025		0.000%
<b>Annualized Rate</b>		<b>3.785%</b>

Quarterly interest factor x4 = annualized interest rate

Add quarterly interest rates divided by 4 = annualized rate for the year

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

First Reading of Board Policy 5030: Student Wellness

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

First Reading is requested of Board Policy 5030: Student Wellness. The policy is updated to reflect minor changes to clean up grammar and match the existing Student Wellness procedure approved at the December 2024 Board Meeting. The policy also clarifies certain foods cannot be sold or distributed 30 minutes before and after school.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

Click here to enter text.

**Addresses Emphasis Goal(s):**

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

**Recommended Action:**

☐ **Informational**

☐ **Denial/Rejection**

☒ **Discussion**

☐ **Ratification**

☐ **Approval**

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

☐ **Adoption**

**Originating Department/School:** Superintendent

**Submitted/Recommended By:**

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



Rachel Camarero, Executive Assistant



Dr. Rhonda Taylor, Superintendent

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

**Policy 5030: Student Wellness**

**Status:** DRAFT

**Original Adopted Date:** 09/17/2012 | **Last Revised Date:** 09/10/2015 | **Last Reviewed Date:** 09/10/2015

Lakeside USD (hereto referred to as the district) is committed to the optimal development of every student. The district believes that for students to have the opportunity to achieve personal, academic, developmental, and social success, we need to create positive, safe, and health-promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during, and after the school day, are strongly correlated with positive student outcomes. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables, and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education, and extracurricular activities - do better academically.

This policy outlines the district's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this policy establishes goals and procedures to ensure that:

- Students in the district have access to healthy foods throughout the school day—both through reimbursable school meals and other foods available throughout the school campus—in accordance with Federal and state nutrition standards;
- The district recognizes the importance of developing policies in line with the most currently available scientific data and research
- Students receive quality nutrition and physical education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active before, during, and after school;
- Schools engage in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of the district in creating continuity between school and other settings for students and staff to practice lifelong healthy habits; and
- The district establishes and maintains an infrastructure for management, oversight, implementation, communication about, and monitoring of the policy and its established goals and objectives.
- This policy applies to all students, staff, and schools in the district.

## **I. School Wellness Committee**

### **Committee Role and Membership**

The district will convene a representative district wellness committee (DWC) that meets at least four times per year to establish goals for and oversee school health and safety policies and programs, including development, implementation, and periodic review and update of this district-level wellness policy (heretofore referred as "wellness policy").

The DWC membership will represent all school levels (elementary and secondary schools) and include (to the extent possible), but not be limited to: parents/guardians and caregivers; students; representatives of the school nutrition program; physical education teachers; health education teachers; school health professionals; school administrators; school board members; health professionals; and the general public. To the extent possible, the DWC will include representatives from each school building site and reflect the diversity of the community.

### **Leadership**

The Superintendent or designee(s) will convene the DWC and facilitate development of and updates to the wellness

policy, and will ensure each school's compliance with the policy.

## **II. Wellness Policy Implementation, Monitoring, Accountability, and Community Engagement**

### **Implementation Plan**

The district will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions, and timelines specific to each school, and includes information about who will be responsible to make what change, by how much, where, and when, as well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus; food and beverage marketing, nutrition promotion and education, physical activity, physical education, and other school-based activities that promote student wellness.

This wellness policy and the progress reports can be found at the Lakeside Union School District website under **Child Nutrition** and at each school location **cafeteria**.

### **Recordkeeping**

The district will retain records to document compliance with the requirements of the wellness policy. Documentation maintained in **this location the Child Nutrition Office** will include but will not be limited to:

- The written wellness policy;
- Documentation demonstrating compliance with community involvement requirements, including (1) Efforts to actively solicit DWC membership from the required stakeholder groups; and (2) These groups' participation in the development, implementation, and periodic review and update of the wellness policy;
- Documentation of annual policy progress reports for each school under its jurisdiction;
- Documentation demonstrating compliance with public notification requirements, including: (1) Methods by which the wellness policy, annual progress reports, and triennial assessments are made available to the public; and (2) Efforts to actively notify families about the availability of wellness policy.

### **Annual Progress Reports**

The district will compile and publish an annual report to share basic information about the wellness policy and report on the progress of the schools within the district in meeting wellness goals. This annual report will be published around the same time each year, and will include information from each school within the district. This report will include, but is not limited to:

- The website address for the wellness policy and/or how the public can receive/access a copy of the wellness policy;
- A description of each school's progress in meeting the wellness policy goals;
- A summary of each school's events or activities related to wellness policy implementation;
- The name, position title, and contact information of the designated district policy leader(s) identified in Section I; and
- Information on how individuals and the public can get involved with the DWC ~~or SWC~~.

The district will actively notify households/families of the availability of the annual report. The DWC will establish and monitor goals and objectives for the district's schools, specific and appropriate for each instructional unit.

### **Revisions and Updating the Policy**

The DWC will update or modify the wellness policy based on the results of the annual progress reports and/or as district priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued.

### **Community Involvement, Outreach, and Communications**

The district is committed to being responsive to community input, which begins with awareness of the wellness



policy. The district will actively communicate ways in which representatives of DWC and others can participate in the development, implementation, and periodic review and update of the wellness policy through a variety of means appropriate for that the district. The district will also inform parents/guardians of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The district will use electronic mechanisms, such as email or displaying notices on the district's website and/or social media, as well as non-electronic mechanisms, such as newsletters, presentations to parents/guardians, or sending information home to parents/guardians, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy. The district will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the district and individual schools are communicating other important school information with parents/guardians.

The district will actively notify the public about the content of or any updates to the wellness policy annually.

### **III. Nutrition**

#### **School Meals**

Our school district is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; moderate in sodium, low in saturated fat, and zero grams trans fat per serving (nutrition label or manufacturer's specification); and to meet the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns, and support healthy choices while accommodating cultural food preferences and special dietary needs.

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes. He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

All schools within the district participate in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and any other available programs for which it is eligible. All schools within the district are committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations.
- Promote healthy food and beverage choices

Schools are encouraged to provide at least 10 minutes to eat breakfast and at least 20 minutes to eat lunch, counting from the time they have received their meal and are seated. Students are served lunch at a reasonable and appropriate time of day.

#### **Water**

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day and throughout every school campus. The district will make drinking water available where school meals are served during mealtimes.

#### **Foods Not Intended for Consumption at School: Competitive Foods and Beverages, Celebrations and Rewards**

The district is committed to ensuring that all foods and beverages available to students on the school campus during the school day and up to 30 minutes before and after the end of the school day support healthy eating and reflect the district's commitment to state and federal nutrition standards. The district intends that students with medical and

conditions and allergies are not put at risk and that the district is allied with parents/guardians in feeding children in a healthy way.

1. Students or adults selling food during the school day should have received training and be provided with resources to be able to determine whether the items are intended for consumption during the school day. All such sales must comply with state or local health department requirements.
2. Classroom parties and celebrations should not be held during school meal periods.
3. Students or adults providing food for parties and celebrations should be aware that foods that comply with the USDA and California state nutrition standards are the most appropriate for a school setting.
4. Students or adults providing food as a reward should be aware that foods that comply with the USDA and California state nutrition standards are the most appropriate for a school setting.
5. Food and beverages should not be withheld as a punishment.
6. The principal may determine any special circumstances in which non-compliant foods should be made available to students during the school day. These should be limited to infrequent events.

### **Fundraising**

Many extracurricular programs rely on fundraisers to support their activities. Fundraising may take place following these guidelines

1. Foods and beverages that meet or exceed the USDA and California state nutrition standards may be sold through fundraisers on the school campus during the school day and up to 30 minutes before and after the end of the school day.
2. Foods and beverages that do not meet the USDA and California state nutrition standards may be sold during beginning 30 minutes before and after the end of the school day, on weekends and at off-campus fundraising events.
3. Orders for foods and beverages that do not meet the USDA and California state nutrition standards may be taken at school as long as they are not intended to be consumed on campus during school hours.
4. Foods and beverages that have been purchased through a fundraiser may be delivered on the school campus during the school day if they are not intended to be consumed on campus during school hours.

### **Nutrition Promotion**

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout schools, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by school staff and teachers, parents/guardians, students, and the community.

The district will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs.

### **Nutrition Education**

The district aims to teach, model, encourage, and support healthy eating by students. Schools will provide nutrition education and engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences, and elective subjects;
- Include enjoyable, developmentally-appropriate, culturally-relevant, and participatory activities;

- Promote fruits, vegetables, whole-grain products, low-fat and fat-free dairy products, and healthy food preparation methods;
- Emphasize caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Link with school meal programs, cafeteria nutrition promotion activities, school gardens, Farm to School programs, other school foods, and nutrition-related community services;
- Teach media literacy with an emphasis on food and beverage marketing; and
- Include nutrition education training for teachers and other staff.

### **Food and Beverage Marketing in Schools**

The district is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The district strives to teach students how to make informed choices about nutrition, health, and physical activity. These efforts will be weakened if students are subjected to advertising on district property that contains messages inconsistent with the health information the district is imparting through nutrition education and health promotion efforts. It is the intent of the district to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with the district's wellness policy.

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the USDA and California state school nutrition standards. Fundraisers that are held off-site and outside of school hours may be advertised.

Food advertising and marketing is defined as an oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller, or any other entity with a commercial interest in the product. This term includes, but is not limited to the following:

- Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container.
- Displays, such as on vending machine exteriors.
- Corporate brand, logo, name, or trademark on school equipment, such as marquees, message boards, scoreboards, or backboards
- Corporate brand, logo, name, or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans, and other food service equipment; as well as on posters, book covers, student assignment books, or school supplies displayed, distributed, offered, or sold by the district.
- Advertisements in school publications or school mailings.
- Free product samples, taste tests, or coupons of a product, or free samples displaying advertising of a product.

### **IV. Physical Activity**

Children and adolescents should participate in 60 minutes of physical activity every day. A substantial percentage of students' physical activity can be provided through a comprehensive, school-based physical activity program (CSPAP) that includes these components: physical education, recess, classroom-based physical activity, walk and bicycle to school, and out-of- school time activities and the district is committed to providing these opportunities. Schools will ensure that these varied opportunities are in addition to, and not as a substitute for, physical education.

To the extent practicable, the district will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The district will conduct necessary inspections and repairs.

### **Physical Education**

The district will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will

promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts.

All students will be provided equal opportunity to participate in physical education classes. The district will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

All district elementary students in each grade will receive physical education for at least 60-89 minutes per week throughout the school year. All district secondary students are required to take the equivalent of one academic year of physical education.

### **Recess (Elementary)**

The district recognizes that recess provides a necessary break in the day for optimizing children's development and that cognitive processing and academic performance depend on regular breaks from concentrated class work.

All elementary schools will offer no less than 15 minutes of recess on all or most days during the school year. This policy may be waived on early dismissal or late arrival days.

Outdoor recess will be offered when weather is feasible for outdoor play. In the event that the school or district must conduct indoor recess, teachers and staff will follow the indoor recess guidelines that promote physical activity for students, to the extent practicable. Recess will complement, not substitute, physical education class. Recess monitors or teachers will encourage students to be active, and will serve as role models by being physically active alongside the students whenever feasible.

Withholding recess as a punishment is not appropriate.

### **Active Academics**

Teachers will incorporate movement and kinesthetic learning approaches into "core" subject instruction when possible (e.g., science, math, language arts, social studies, and others) and do their part to limit sedentary behavior during the school day. The district will support classroom teachers incorporating physical activity and employing kinesthetic learning approaches into core subjects. Teachers will serve as role models by being physically active alongside the students whenever feasible.

### **Before and After School Activities**

The district offers opportunities for students to participate in physical activity either before and/or after the school day (or both) through a variety of methods. The district will encourage students to be physically active before and after school.

### **Active Transport**

The district will support active transport to and from school, such as walking or biking.

## **V. Other Activities that Promote Student Wellness**

The district will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues, and physical activity facilities. The district will coordinate and integrate other initiatives related to physical activity, physical education, nutrition, and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development, and strong educational outcomes.

### **Community Partnerships**

The district will develop, enhance or continue relationships with community partners in support of this wellness policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with the wellness policy and its goals.

### **Community Health Promotion and Engagement**

The district will promote to parents-parents/guardians/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school-sponsored activities and will receive information about health promotion efforts.

## Professional Learning

When feasible, the district will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help district staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

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**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
5 CCR 15500-15501	<a href="#">Food sales by student organizations</a>
5 CCR 15510	<a href="#">Mandatory meals for needy students</a>
5 CCR 15530-15535	<a href="#">Nutrition education</a>
5 CCR 15550-15565	<a href="#">School lunch and breakfast programs</a>
Ed. Code 33350-33354	<a href="#">CDE responsibilities re: physical education</a>
Ed. Code 38086	<a href="#">Free fresh drinking water</a>
Ed. Code 49430-49434	<a href="#">Pupil Nutrition, Health, and Achievement Act of 2001</a>
Ed. Code 49490-49494	<a href="#">School breakfast and lunch programs</a>
Ed. Code 49500-49505	<a href="#">School meals</a>
Ed. Code 49510-49520	<a href="#">Nutrition</a>
Ed. Code 49530-49536	<a href="#">Child Nutrition Act</a>
Ed. Code 49540-49546	<a href="#">Child care food program</a>
Ed. Code 49547-49548.3	<a href="#">Comprehensive nutrition services</a>
Ed. Code 49550-49562	<a href="#">Meals for needy students</a>
Ed. Code 49565-49565.8	California Fresh Start pilot program
Ed. Code 49570	<a href="#">National School Lunch Act</a>
Ed. Code 51210	<a href="#">Course of study for grades 1-6</a>
Ed. Code 51210.1-51210.2	<a href="#">Physical education; grades 1-6</a>
Ed. Code 51210.4	<a href="#">Nutrition education</a>
Ed. Code 51220	<a href="#">Course of study for grades 7-12</a>
Ed. Code 51222	<a href="#">Physical education</a>
Ed. Code 51223	<a href="#">Physical education; elementary schools</a>
Ed. Code 51795-51798	<a href="#">School instructional gardens</a>
Ed. Code 51880-51921	<a href="#">Comprehensive health education</a>

### Federal

	Description
42 USC 1751-1769j	<a href="#">School Lunch Program</a>
42 USC 1758b	<a href="#">Local wellness policy</a>
42 USC 1771-1793	<a href="#">Child Nutrition Act</a>
42 USC 1773	<a href="#">School Breakfast Program</a>
42 USC 1779	<a href="#">Rules and regulations, Child Nutrition Act</a>
7 CFR 210.1-210.33	<a href="#">National School Lunch Program</a>
7 CFR 210.31	<a href="#">Wellness policy</a>



**Federal**

7 CFR 220.1-220.22

**Description**

National School Breakfast Program

**Management Resources****Description**

California Department of Education Publication

Physical Education Framework for California Public Schools, Kindergarten Through Grade 12, 2009

California Department of Education Publication

Health Framework for California Public Schools: Kindergarten through Grade 12, 2003

California Project Lean Publication

[Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006](#)

Center for Collaborative Solutions

Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security, Jan 2015

Centers for Disease Control&amp;Prevention Publication

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide, rev. 2012

Court Decision

Frazer v. Dixon Unified School District (1993) 18 Cal.App.4th 781

CSBA Publication

[Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009](#)

CSBA Publication

School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

CSBA Publication

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012

CSBA Publication

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. April 2012

CSBA Publication

Physical Activity and Physical Education in California Schools, Research Brief, April 2010

CSBA Publication

Physical Education and California Schools, Policy Brief, October 2007

CSBA Publication

Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009

CSBA Publication

Increasing Access to Drinking Water in Schools, Policy Brief, April 2013

CSBA Publication

Integrating Physical Activity into the School Day, Governance Brief, April 2016

CSBA Publication

[Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012](#)

Federal Register

Rules and Regulations, July 29, 2016, Vol. 81, Number 146, pages 50151-50170

National Assoc of State Boards of Education Pub

Fit, Healthy and Ready to Learn, rev. 2012

U.S. Department of Agriculture Publication

Dietary Guidelines for Americans, 2016

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[California Project LEAN \(Leaders Encouraging Activity and Nutrition\)](#)

Website

[California School Nutrition Association](#)

Website

[Center for Collaborative Solutions](#)

Website

[Action for Healthy Kids](#)

Website

[Alliance for a Healthier Generation](#)

Website

[California Department of Education, School Nutrition](#)

Website

[Dairy Council of California](#)

Website

[National Alliance for Nutrition and Activity](#)

**Management Resources**

Website	<a href="#">National Association of State Boards of Education</a>
Website	<a href="#">School Nutrition Association</a>
Website	<a href="#">Society for Nutrition Education</a>
Website	<a href="#">U.S. Department of Agriculture, Food Nutrition Service, wellness policy</a>
Website	<a href="#">U.S. Department of Agriculture, Healthy Meals Resource System</a>
Website	<a href="#">California Department of Public Health</a>
Website	<a href="#">California Healthy Kids Resource Center</a>
Website	<a href="#">Centers for Disease Control and Prevention</a>
Website	<a href="#">CSBA</a>

**Description****Cross References**

0200	<a href="#">Goals For The School District</a>
0460	<a href="#">Local Control And Accountability Plan</a>
0460	<a href="#">Local Control And Accountability Plan</a>
1220	<a href="#">Citizen Advisory Committees</a>
1230	<a href="#">School-Connected Organizations</a>
1230	<a href="#">School-Connected Organizations</a>
1260	<a href="#">Educational Foundation</a>
1325	<a href="#">Advertising And Promotion</a>
1400	<a href="#">Relations Between Other Governmental Agencies And The Schools</a>
1700	<a href="#">Relations Between Private Industry And The Schools</a>
3000	<a href="#">Concepts And Roles</a>
3290	<a href="#">Gifts, Grants And Bequests</a>
3290	<a href="#">Gifts, Grants And Bequests</a>
3312	<a href="#">Contracts</a>
3452	<a href="#">Student Activity Funds</a>
3513.3	<a href="#">Tobacco-Free Schools</a>
3513.3	<a href="#">Tobacco-Free Schools</a>
3513.4	<a href="#">Drug And Alcohol Free Schools</a>
3550	<a href="#">Food Service/Child Nutrition Program</a>
3550	<a href="#">Food Service/Child Nutrition Program</a>
3551	<a href="#">Food Service Operations/Cafeteria Fund</a>
3551	<a href="#">Food Service Operations/Cafeteria Fund</a>
3553	<a href="#">Free And Reduced Price Meals</a>
3553	<a href="#">Free And Reduced Price Meals</a>
3554	<a href="#">Other Food Sales</a>
3554	<a href="#">Other Food Sales</a>
3555-E PDF(1)	<a href="#">Nutrition Program Compliance</a>
3555-E PDF(2)	<a href="#">Nutrition Program Compliance</a>
3555	<a href="#">Nutrition Program Compliance</a>

**Description**

**Cross References**

4131

5113.1

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6112

**Description**[Staff Development](#)[Chronic Absence And Truancy](#)[Chronic Absence And Truancy](#)[Bullying](#)[Alcohol And Other Drugs](#)[Alcohol And Other Drugs](#)[Drug Testing](#)[Tobacco](#)[Tobacco](#)[Positive School Climate](#)[Health Care And Emergencies](#)[Health Care And Emergencies](#)[Infectious Diseases](#)[Infectious Diseases](#)[Food Allergies/Special Dietary Needs](#)[Food Allergies/Special Dietary Needs](#)[Health Examinations](#)[Health Examinations](#)[Immunizations](#)[Immunizations](#)[Health Screening For School Entry](#)[Discipline](#)[Discipline](#)[Nondiscrimination/Harassment](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)[Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures](#)[Married/Pregnant/Parenting Students](#)[Married/Pregnant/Parenting Students](#)[Child Care And Development](#)[Child Care And Development](#)[Before/After School Programs](#)[Before/After School Programs](#)[Preschool/Early Childhood Education](#)[Preschool/Early Childhood Education](#)[Parent Involvement](#)[Parent Involvement](#)[School Day](#)



**Cross References**

6112

6142.1

6142.1

6142.5

6142.7

6142.7

6142.8

6142.8

6145.2

6176

6177

7110

**Description**[School Day](#)[Sexual Health And HIV/AIDS Prevention Instruction](#)[Sexual Health And HIV/AIDS Prevention Instruction](#)[Environmental Education](#)[Physical Education And Activity](#)[Physical Education And Activity](#)[Comprehensive Health Education](#)[Comprehensive Health Education](#)[Athletic Competition](#)[Weekend/Saturday Classes](#)[Summer Learning Programs](#)[Facilities Master Plan](#)

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

First Reading of Board Policy and Administrative Regulation 3100: Budget

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

First Reading is requested of Board Policy and Administrative Regulation 3100: Budget.

Policy updated to reflect NEW LAW (SB 114, 2023) which requires districts that receive LCFF equity multiplier funding to include specific goals in the local control and accountability plan, and reference NEW LAW (SB 153, 2024) which provides that if a school which is otherwise eligible to receive LCFF equity multiplier funds is closed in the year in which the funds are to be allocated, that school is instead deemed to be ineligible, and any unspent funds provided are required to be returned to the California Department of Education. Policy also updated to clarify that the Board may approve a plan for meeting the district's long-term obligations to fund contributions to other defined pension plans such as the California State Teachers Retirement System in addition to the California Public Employees' Retirement System.

Regulation updated to reflect NEW LAW (AB 721, 2023) which, beginning January 1, 2027, repeals the requirement to publish notification of the hearing date and location for inspection for the district's proposed budget in a newspaper of general circulation, and instead requires the information to be posted prominently on the district's website homepage at least three days before the availability of the proposed budget for public inspection.

**Last Updated in LUSD:** 12/19/2019

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

[Click here to enter text.](#)

**Addresses Emphasis Goal(s):**

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

**Recommended Action:**

☐ **Informational**

☐ **Denial/Rejection**

☒ **Discussion**

☐ **Ratification**

☐ **Approval**

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

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☐ **Adoption**

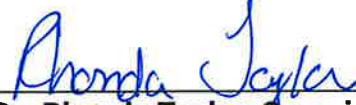
**Originating Department/School:** Superintendent

**Submitted/Recommended By:**

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



Rachel Camarero, Executive Assistant



Dr. Rhonda Taylor, Superintendent

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

**Policy 3100: Budget**

**Status:** DRAFT

**Original Adopted Date:** 09/17/2012 | **Last Revised Date:** 12/19/2019 | **Last Reviewed Date:** 12/19/2019

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with and reflects the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

**Budget Development and Adoption Process**

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections. The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127. The hearing shall occur at the same meeting as the public hearing on the district's LCAP and the local control funding formula (LCFF) budget overview for parents/guardians. (Education Code 42103, 42127, 52062, 52064.1)

The Board shall adopt the district budget at a public meeting held after the date of the public hearing but on or before July 1 or each year. The Board shall adopt the budget following its adoption of the LCAP, or annual update to the LCAP, and the LCFF budget overview for parents/guardians. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

The budget that is presented at the public hearing as well as the budget formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file the adopted district budget with the County Superintendent of Schools. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)\

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to the County Superintendent's recommendations at a regular public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

**Budget Criteria and Standards**

The district budget shall be developed in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, LCFF revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. In addition, the Superintendent or designee shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increased or improved services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

**Additionally, the district budget shall provide for increased or improved services for each school which generates**

### LCFF equity multiplier funding. (Education Code 42238.024, 52064)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

### Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.
3. Committed fund balance includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period of June 30, although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. Assigned fund balance includes amounts which the Board or its designee intends to use for a specific purpose.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent or designee and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent shall have discretion to further delegate the authority to assign funds.

5. Unassigned fund balance includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

### Reserve Balance

The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.

In any year following the fiscal year in which the district is notified by the SPI that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10 percent of these funds, unless the requirement is waived in accordance with Education Code 42127.01. (Education Code 42127.01)

### Long-Term Financial Obligations

The district's current-year budget and multi-year projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

The Board may approve a plan for meeting the district's long-term obligations to fund contributions to the California Public Employees' Retirement System (CalPERS) or other defined pension plans such as the California State Teachers

**Retirement System** which, to the extent possible, minimizes significant increases in annual general fund expenditures towards pension obligations. The plan may include prefunding required pension contributions through the California Employers' Pension Prefunding Trust Program pursuant to Government Code 21710-21716.

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

### **Budget Amendments**

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval when the state budget is adopted, collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

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**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.

<b>State</b>	<b>Description</b>
5 CCR 15060	<a href="#">Standardized account code structure</a>
5 CCR 15440-15451	<a href="#">Criteria and standards for school district budgets</a>
5 CCR 15494-15497	<a href="#">Local control and accountability plan and spending requirements</a>
Attendance Recovery Program	Attendance Recovery Program
Ed. Code 1240	<a href="#">County superintendent of schools; duties</a>
Ed. Code 33127	<a href="#">Standards and criteria for local budgets and expenditures</a>
Ed. Code 41202	<a href="#">Determination of minimum level of education funding</a>
Ed. Code 42103	<a href="#">Budget notification</a>
Ed. Code 42122-42129	<a href="#">Budget requirements</a>
Ed. Code 42130-42134	<a href="#">Financial reports and certifications</a>
Ed. Code 42140-42142	<a href="#">Public disclosure of fiscal obligations</a>
Ed. Code 42238-42251	<a href="#">Apportionments to districts</a>
Ed. Code 42238.01-42238.07	<a href="#">Local control funding formula</a>
Ed. Code 42602	<a href="#">Use of unbudgeted funds</a>
Ed. Code 42610	<a href="#">Appropriation of excess funds and limitation thereon</a>
Ed. Code 45253	<a href="#">Annual budget of personnel commission</a>
Ed. Code 45254	<a href="#">First year budget of personnel commission</a>
Ed. Code 52060-52077	<a href="#">Local control and accountability plan</a>
Gov. Code 21710-21716	<a href="#">California Employer's Pension Prefunding Trust Program</a>



<b>State</b>	<b>Description</b>
Gov. Code 7900-7914	<a href="#">Appropriations limit</a>
<b>Management Resources</b>	<b>Description</b>
California Department of Education Publication	<a href="#">New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011</a>
California Department of Education Publication	<a href="#">California School Accounting Manual</a>
Fiscal Crisis & Management Assistance Team Pub.	<a href="#">Fiscal Oversight Guide for AB 1200, AB 2756, AB 1840 and Related Legislation, June 2019</a>
Government Finance Officers Association	<a href="#">Best Practice: Fund Balance Guidelines for the General Fund, September 2015</a>
Governmental Accounting Standards Board Statement	<a href="#">Pronouncements</a>
Governmental Accounting Standards Board Statement	<a href="#">Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, February 2009</a>
Governmental Accounting Standards Board Statement	<a href="#">Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Department of Finance</a>
Website	<a href="#">Governmental Accounting Standards Board</a>
Website	<a href="#">California Department of Education, Finance and Grants</a>
Website	<a href="#">Government Finance Officers Association</a>
Website	<a href="#">Association of California School Administrators</a>
Website	<a href="#">School Services of California, Inc.</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">Fiscal Crisis and Management Assistance Team</a>
<b>Cross References</b>	<b>Description</b>
0000	<a href="#">Vision</a>
0000	<a href="#">Vision</a>
0200	<a href="#">Goals For The School District</a>
0400	<a href="#">Comprehensive Plans</a>
0415	<a href="#">Equity</a>
0440	<a href="#">District Technology Plan</a>
0440	<a href="#">District Technology Plan</a>
0460	<a href="#">Local Control And Accountability Plan</a>
0460	<a href="#">Local Control And Accountability Plan</a>
1113-E PDF(1)	<a href="#">District And School Websites</a>
1113	<a href="#">District And School Websites</a>
1113	<a href="#">District And School Websites</a>
1220	<a href="#">Citizen Advisory Committees</a>
1340	<a href="#">Access To District Records</a>
1340	<a href="#">Access To District Records</a>
1400	<a href="#">Relations Between Other Governmental Agencies And The Schools</a>

**Cross References****Description**

2210	<a href="#">Administrative Discretion Regarding Board Policy</a>
2230	<a href="#">Representative And Deliberative Groups</a>
3000	<a href="#">Concepts And Roles</a>
3110	<a href="#">Transfer Of Funds</a>
3220.1	<a href="#">Lottery Funds</a>
3230	<a href="#">Federal Grant Funds</a>
3230	<a href="#">Federal Grant Funds</a>
3260	<a href="#">Fees And Charges</a>
3260	<a href="#">Fees And Charges</a>
3270	<a href="#">Sale And Disposal Of Books, Equipment And Supplies</a>
3270	<a href="#">Sale And Disposal Of Books, Equipment And Supplies</a>
3280	<a href="#">Sale Or Lease Of District-Owned Real Property</a>
3280	<a href="#">Sale Or Lease Of District-Owned Real Property</a>
3300	<a href="#">Expenditures And Purchases</a>
3312	<a href="#">Contracts</a>
3350	<a href="#">Travel Expenses</a>
3350	<a href="#">Travel Expenses</a>
3400	<a href="#">Management Of District Assets/Accounts</a>
3400	<a href="#">Management Of District Assets/Accounts</a>
3460	<a href="#">Financial Reports And Accountability</a>
3460	<a href="#">Financial Reports And Accountability</a>
3470	<a href="#">Debt Issuance And Management</a>
3510	<a href="#">Green School Operations</a>
3511	<a href="#">Energy And Water Management</a>
3540	<a href="#">Transportation</a>
3540	<a href="#">Transportation</a>
3551	<a href="#">Food Service Operations/Cafeteria Fund</a>
3551	<a href="#">Food Service Operations/Cafeteria Fund</a>
3553	<a href="#">Free And Reduced Price Meals</a>
3553	<a href="#">Free And Reduced Price Meals</a>
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
4131	<a href="#">Staff Development</a>
4141	<a href="#">Collective Bargaining Agreement</a>
4143	<a href="#">Negotiations/Consultation</a>
4151	<a href="#">Employee Compensation</a>
4154	<a href="#">Health And Welfare Benefits</a>
4154	<a href="#">Health And Welfare Benefits</a>
4156.2	<a href="#">Awards And Recognition</a>
4241	<a href="#">Collective Bargaining Agreement</a>



**Cross References**

4243  
4251  
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4256.2  
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4356.2  
6000  
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7160  
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**Description**

[Negotiations/Consultation](#)  
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[Alternative Schools/Programs Of Choice](#)  
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[Meetings And Notices](#)  
[Agenda/Meeting Materials](#)  
[Meeting Conduct](#)

**Regulation 3100: Budget**

Status: DRAFT

Original Adopted Date: 09/17/2012 | Last Revised Date: 12/19/2019 | Last Reviewed Date: 12/19/2019

**Public Hearing**

The agenda for the public hearing on the district budget shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. The proposed budget shall be available for public inspection at least three working days before this hearing. (Education Code 42103, 42127, 52062)

The Superintendent or designee shall notify the County Superintendent of Schools of the location and dates at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing, in sufficient time for the County Superintendent to publish such information in a newspaper of general circulation at least 10 days but not more than 45 days before the hearing, as ~~required by Education Code 42103~~ specified in Education Code 42103. Beginning January 1, 2027, this notification, rather than being published in a newspaper of general circulation as described above, shall be prominently posted on the homepage of the district's website at least three days before the availability of the proposed budget for public inspection.

Whenever the proposed district budget includes a combined assigned and unassigned ending fund balance that exceeds the minimum recommended reserve for economic uncertainties adopted by the State Board of Education, the district shall provide, for each fiscal year included in the budget, the following information for public review and discussion at the public hearing: (Education Code 42127; 5 CCR 15450)

1. The minimum recommended reserve for economic uncertainties
2. The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve
3. A statement of reasons substantiating the need for the combined assigned and unassigned ending balances that are in excess of the minimum recommended reserve

During the hearing, any district resident may appear and object to the proposed budget or to any item in the budget. The hearing may conclude when all residents who have requested to be heard have had the opportunity to speak. (Education Code 42103)

**Budget Review Committee for Disapproved Budgets**

If the district's revised budget is disapproved by the County Superintendent for any reason other than disapproval of the district's LCAP or annual update to the LCAP, the budget shall be reviewed by a budget review committee, unless the Board and County Superintendent agree to waive the requirement and the California Department of Education accepts the waiver. (Education Code 42127)

This committee shall consist of either: (Education Code 42127.1, 42127.2)

1. Three persons selected by the Board from a list of candidates provided by the SPI, who shall be selected within five working days after receiving the list of candidates
2. A regional review committee selected and convened by the County Superintendent with the approval of the Board and SPI

If the budget review committee recommends disapproval of the district budget, the Board may submit a response to the SPI no later than five working days after receipt of the committee's report. The response may include any revisions to the adopted final budget and any other proposed actions to be taken as a result of the committee's recommendations. (Education Code 42127.3)

If the SPI disapproves the district budget after reviewing the committee's report and the district's response, the Board shall consult with the County Superintendent to develop and adopt, by December 31, a fiscal plan and budget that will allow the district to meet its current fiscal year and multiyear financial obligations. For the current fiscal year, the district shall operate in accordance with the budget adopted by the County Superintendent. (Education Code 42127.3)

Until the district receives approval of its budget, it shall continue to operate either on the basis of the prior year's budget or on the basis of the current year's unapproved budget as adopted and revised by the Board, whichever

budget contains a lower total spending authority. (Education Code 42127.4)

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State	Description
5 CCR 15060	<a href="#">Standardized account code structure</a>
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Ed. Code 41202	<a href="#">Determination of minimum level of education funding</a>
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Ed. Code 45254	<a href="#">First year budget of personnel commission</a>
Ed. Code 52060-52077	<a href="#">Local control and accountability plan</a>
Gov. Code 21710-21716	<a href="#">California Employer's Pension Prefunding Trust Program</a>
Gov. Code 7900-7914	<a href="#">Appropriations limit</a>

Management Resources	Description
California Department of Education Publication	<a href="#">New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011</a>
California Department of Education Publication	<a href="#">California School Accounting Manual</a>
Fiscal Crisis & Management Assistance Team Pub.	<a href="#">Fiscal Oversight Guide for AB 1200, AB 2756, AB 1840 and Related Legislation, June 2019</a>
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Website	<a href="#">California Department of Education, Finance and Grants</a>

**Management Resources**

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Website	<a href="#">School Services of California, Inc.</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">Fiscal Crisis and Management Assistance Team</a>

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0440	<a href="#">District Technology Plan</a>
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2230	<a href="#">Representative And Deliberative Groups</a>
3000	<a href="#">Concepts And Roles</a>
3110	<a href="#">Transfer Of Funds</a>
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3230	<a href="#">Federal Grant Funds</a>
3230	<a href="#">Federal Grant Funds</a>
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3260	<a href="#">Fees And Charges</a>
3270	<a href="#">Sale And Disposal Of Books, Equipment And Supplies</a>
3270	<a href="#">Sale And Disposal Of Books, Equipment And Supplies</a>
3280	<a href="#">Sale Or Lease Of District-Owned Real Property</a>
3280	<a href="#">Sale Or Lease Of District-Owned Real Property</a>
3300	<a href="#">Expenditures And Purchases</a>
3312	<a href="#">Contracts</a>
3350	<a href="#">Travel Expenses</a>
3350	<a href="#">Travel Expenses</a>



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3400	<a href="#">Management Of District Assets/Accounts</a>
3400	<a href="#">Management Of District Assets/Accounts</a>
3460	<a href="#">Financial Reports And Accountability</a>
3460	<a href="#">Financial Reports And Accountability</a>
3470	<a href="#">Debt Issuance And Management</a>
3510	<a href="#">Green School Operations</a>
3511	<a href="#">Energy And Water Management</a>
3540	<a href="#">Transportation</a>
3540	<a href="#">Transportation</a>
3551	<a href="#">Food Service Operations/Cafeteria Fund</a>
3551	<a href="#">Food Service Operations/Cafeteria Fund</a>
3553	<a href="#">Free And Reduced Price Meals</a>
3553	<a href="#">Free And Reduced Price Meals</a>
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
4131	<a href="#">Staff Development</a>
4141	<a href="#">Collective Bargaining Agreement</a>
4143	<a href="#">Negotiations/Consultation</a>
4151	<a href="#">Employee Compensation</a>
4154	<a href="#">Health And Welfare Benefits</a>
4154	<a href="#">Health And Welfare Benefits</a>
4156.2	<a href="#">Awards And Recognition</a>
4241	<a href="#">Collective Bargaining Agreement</a>
4243	<a href="#">Negotiations/Consultation</a>
4251	<a href="#">Employee Compensation</a>
4254	<a href="#">Health And Welfare Benefits</a>
4254	<a href="#">Health And Welfare Benefits</a>
4256.2	<a href="#">Awards And Recognition</a>
4331	<a href="#">Staff Development</a>
4331	<a href="#">Staff Development</a>
4351	<a href="#">Employee Compensation</a>
4354	<a href="#">Health And Welfare Benefits</a>
4354	<a href="#">Health And Welfare Benefits</a>
4356.2	<a href="#">Awards And Recognition</a>
6000	<a href="#">Concepts And Roles</a>
6020	<a href="#">Parent Involvement</a>
6020	<a href="#">Parent Involvement</a>
6141	<a href="#">Curriculum Development And Evaluation</a>
6141	<a href="#">Curriculum Development And Evaluation</a>
6151	<a href="#">Class Size</a>

**Cross References**

6173.1

6173.1

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**Description**[Education For Foster Youth](#)[Education For Foster Youth](#)[Education For English Learners](#)[Education For English Learners](#)[Alternative Schools/Programs Of Choice](#)[Alternative Schools/Programs Of Choice](#)[Charter School Facilities](#)[Charter School Facilities](#)[Facilities Financing](#)[Role Of The Board](#)[Board Committees](#)[Board Representatives](#)[Board Training](#)[Remuneration, Reimbursement And Other Benefits](#)[Meetings And Notices](#)[Agenda/Meeting Materials](#)[Meeting Conduct](#)

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

First Reading of Board Policy and Administrative Regulation 3280: Sale or Lease of District-Owned Real Property

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

First Reading is requested of Board Policy and Administrative Regulation 3280: Sale or Lease of District-Owned Real Property

Policy updated to delete provision that until July 1, 2024, the Governing Board may elect not to appoint a district advisory committee for the sale or lease of surplus property that has not previously operated, or was not constructed to be operated, as an early childhood education facility or a school for elementary or secondary instruction, as this exception has expired. Additionally, policy updated to add that before taking any action to dispose of surplus real property, the Board is required to declare, at a regular meeting supported by written findings that, under the Surplus Land Act, the land is either surplus land or exempt surplus land. In addition, policy updated to reflect NEW LAW (AB 480, 2023) which provides that the Board may decide not to make such a declaration if the district provides notice and opportunity for public comment, as specified. In addition, policy updated to reflect NEW GUIDELINES which require the Board to provide the Department of Housing and Community Development (HCD) a copy of the Board's declarations and findings supporting the Board's determination that the property is exempt surplus land at least 30 days prior to disposing of the exempt surplus land, and NEW LAW (SB 229, 2023) which provides that if the district has received notification from HCD, the Board may not pursue a final action to ratify or approve the proposed disposal of surplus land unless the Board holds an open and public meeting to review and consider the substance of the notice. Policy also updated to delete the provision which authorized the proceeds from the sale or lease of property purchased entirely with local funds to be used for any general fund purpose, as that authorization has expired.

Regulation updated to reflect NEW LAW (AB 480, 2023) which adds new definitions related to surplus property.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

[Click here to enter text.](#)

**Addresses Emphasis Goal(s):**

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

**Recommended Action:**

☐ **Informational**

☐ **Denial/Rejection**

☒ **Discussion**

☐ **Ratification**

---

☐ **Approval**

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

☐ **Adoption**

**Originating Department/School:** Superintendent

**Submitted/Recommended By:**

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



Rachel Camarero, Executive Assistant



Dr. Rhonda Taylor, Superintendent

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



**Policy 3280: Sale Or Lease Of District-Owned Real Property**

Status: DRAFT

Original Adopted Date: 09/17/2012 | Last Revised Date: 03/11/2021 | Last Reviewed Date: 03/11/2021

The Governing Board believes that district facilities and resources should be utilized in an economical and practical manner. The Superintendent or designee shall periodically study the current and projected use of all district facilities to ensure the efficient utilization of space and the effective delivery of instruction.

Prior to the sale or lease of any surplus real property, the Board shall appoint a district advisory committee to advise the Board regarding the use or disposition of schools or school building space which is not needed for school purposes. The Board may elect not to appoint a district advisory committee for any of the following: (Education Code 17388, 17391)

1. A rental of property for a period of time not exceeding 30 days
2. A lease or rental of surplus property to a private educational institution for the purpose of offering summer school
3. A sale, lease, or rental of surplus property to be used for teacher or other employee housing
4. ~~Until July 1, 2024, a sale or lease of surplus property that has not previously operated, or was not constructed to be operated, as an early childhood education facility or a school for elementary or secondary instruction~~

In addition, to ensure that the proposed disposition of the property conforms with any general plan adopted by the local planning agency that affects or includes the area where the surplus property is located, the Board shall submit a report to the local planning agency describing the location of the surplus property and the purpose and extent of the proposed sale or lease. (Government Code 65402)

The Board shall determine whether the sale or lease of the surplus property is subject to review under the California Environmental Quality Act. (Public Resources Code 21000-21177; 14 CCR 15061-15062)

The Board may meet in closed session with its real property negotiator prior to the sale or lease of real property by the district in order to grant its negotiator authority regarding the minimum price or rent and terms of the sale or lease. (Government Code 54956.8)

Before taking action to dispose of any land, the Board shall declare, at a regular meeting, supported by written findings that, under the Surplus Land Act, the land is either 1) surplus land or 2) exempt surplus land. (Government Code 54221)

However, if the land involved is exempt surplus land as specified in Government Code 54221(f)(1), the Board, at its discretion, may decide not to make such a declaration. Instead of the declaration, the Board may identify the land as exempt surplus land in a notice that is published and available for public comment and to the entities identified in Government Code 54222 at least 30 days before the exemption takes effect. (Government Code 54221)

Additionally, at least 30 days prior to disposing of exempt surplus land, the district shall provide the Department of Housing and Community Development (HCD) a copy of the Board's declarations and findings supporting the Board's determination that the land is exempt surplus land using the form prescribed by HCD. (Government Code 54221)

If the district has received notification from HCD that the district has violated the Surplus Land Act pursuant to Government Code 54230.5, the Board shall not pursue a final action to ratify or approve the proposed disposal of surplus land unless the Board holds an open and public meeting in compliance with Government Code 54230.7 to review and consider the substance of the notice.

When selling or leasing district real property, the Board shall comply with applicable procedures and give priority to specified public agencies as required by law. (Education Code 17230, 17464, 17485-17499 17500; Government Code 54222)54221-54234)

**Resolution of Intention to Sell or Lease**

Before ordering the sale or lease of any real property, the Board shall adopt a resolution by a two-thirds vote of all of its members at a regular, open meeting. The resolution shall describe the property proposed to be sold or leased in

such a manner as to identify it, specify the minimum price or rent, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board will pay to a licensed real estate broker out of the minimum price or rent. The resolution shall fix a time, not less than three weeks thereafter, for a public meeting, held at the Board's regular meeting place, at which sealed proposals to purchase or lease will be received and considered. (Education Code 17466)

The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting that will be held to consider bids by posting copies of the resolution, signed by the Board, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least once a week for three successive weeks before the meeting, in a newspaper of general circulation published in the county in which the district is located, if such a newspaper exists. (Education Code 17469)

At least 60 days prior to the public meeting, the Superintendent or designee shall take reasonable steps to provide written notification of the public meeting, by certified mail, to the former owner from the district acquired the property. (Education Code 17470).

### **Acceptance/Rejection of Bids**

At the public meeting specified in the resolution of intention to sell or lease property, the Board shall open, examine, and declare all sealed bids. Before accepting any written proposal, the Board shall call for oral bids in accordance with law. (Education Code 17472, 17473)

The Board may reject any and all bids, either written or oral, and withdraw the properties from sale when the Board determines that rejection is in the best public interest. If no proposals are submitted or the submitted proposals do not conform to all the terms and conditions specified in the resolution of intention to lease, the Board may lease the property in accordance with Education Code 17477. (Education Code 17476, 17477)

Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board shall finally accept the highest bid after deducting the commission, if any, to be paid to a licensed real estate broker, unless the Board accepts a higher oral bid or rejects all bids. (Education Code 17472)

The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned/continued meeting held within 10 days. Upon acceptance of the bid, the Board may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all of the terms and conditions of the contract. (Education Code 17475-17478)

### **Use of Proceeds**

The Superintendent or designee shall ensure that the proceeds from the sale or lease with an option to purchase of surplus district property are used for one-time expenditures and not for ongoing expenditures such as salaries and general operating expenses. (Education Code 17462; 2 CCR 1700)

Proceeds from a sale of surplus district property shall generally be used for capital outlay or maintenance costs that the Board determines will not recur within a five-year period. Proceeds from a lease of district property with an option to purchase may be deposited into a restricted fund for the routine repair of district facilities, as defined by the State Allocation Board (SAB), for up to a five-year period. (Education Code 17462)

However, if the Board and SAB determine that the district has no anticipated need for additional sites or building construction for the next 10 years and no major deferred maintenance requirements, the proceeds from the sale or lease with an option to purchase may be deposited in a special reserve fund for the future maintenance and renovation of school sites or in the district's general fund. (Education Code 17462)

~~In addition, until July 1, 2024, if district surplus property was purchased entirely with local funds, the proceeds from the sale or lease of the property, together with any personal property located on the property, may be deposited into the general fund of the district and may be used for any one-time general fund purpose. Before exercising this authority, the Board shall: (Education Code 17463.7)~~

- ~~1. Submit to SAB documents certifying that the sale of real property does not violate the provisions of a local bond act and the real property is not suitable to meet projected school construction needs for the next 10 years~~

2. ~~At a public meeting, adopt a plan for expending one-time resources from the sale or lease of the property which identifies the source and intended use of the surplus property proceeds and describes the reasons that the expenditure will not result in ongoing fiscal obligations for the district~~

Whenever the district sells real property that was purchased, improved, or modernized with funds that were received from a state school facilities funding program within the previous 10 years, the district shall notify OPSC within 90 calendar days of the sale of the property if the proceeds from the sale are not used for capital outlay and the property is not sold to a charter school, another school district, a county office of education, or an agency that will use the property exclusively for the delivery of child care and development services. If SAB subsequently makes a finding that the sale is subject to Education Code 17462.3, the district shall return the funds to the SAB within 90 calendar days of the finding. (2 CCR 1702)

**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
14 CCR 15061-15062	<a href="#">Preliminary review of projects and conduct of initial study</a>
2 CCR 1700-1702	<a href="#">Surplus property; use of proceeds</a>
Ed. Code 17219-17224	<a href="#">Acquisition of property not utilized as school site; nonuse payments; exemptions</a>
Ed. Code 17230-17234	<a href="#">Surplus property</a>
Ed. Code 17387-17391	<a href="#">Advisory committees for use of excess school facilities</a>
Ed. Code 17400-17429	<a href="#">Leasing of school buildings</a>
Ed. Code 17430-17447	<a href="#">Leasing facilities</a>
Ed. Code 17453	<a href="#">Lease of surplus district property</a>
Ed. Code 17455-17484	<a href="#">Sale or lease of real property</a>
Ed. Code 17462.3	<a href="#">State Allocation Board program to reclaim funds</a>
Ed. Code 17485-17500	<a href="#">Surplus school playground (Naylor Act)</a>
Ed. Code 17515-17526	<a href="#">Joint occupancy</a>
Ed. Code 17527-17535	<a href="#">Joint use of district facilities</a>
Ed. Code 17536	Exchange of district property
Ed. Code 33050	<a href="#">Nonwaivable provisions</a>
Ed. Code 38130-38139	<a href="#">Civic Center Act</a>
Gov. Code 50001-50002	<a href="#">Definitions</a>
Gov. Code 54220-54234	<a href="#">Surplus land</a>
Gov. Code 54950-54963	<a href="#">The Ralph M. Brown Act</a>
Gov. Code 54952	<a href="#">Legislative body; definition</a>
Pub. Res. Code 21000-21177	<a href="#">California Environmental Quality Act of 1970</a>
Management Resources	Description
Attorney General Opinion	94 Ops.Cal.Atty.Gen. 82 (2011)
Attorney General Publication	<a href="#">Guidance Regarding Laws Governing School Closures and Best Practices for Implementation in California, April 2023</a>
CA Dept of Housing & Community Development Pub	<a href="#">Updated Surplus Land Act Guidelines, August 2024</a>
California Department of Education Publication	<a href="#">Best Practices Guide for Potential School Closure, 2024</a>



**Management Resources**

Court Decision	<a href="#">San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District (2006) 139 Cal.App.4th 1356</a>
Office of Public School Construction Publication	<a href="#">Unused Site Program Handbook, December 2015</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">Department of General Services, Office of Public School Construction</a>
Website	<a href="#">Coalition for Adequate School Housing</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">California Department of Education, School Facilities</a>

**Cross References**

1100	<a href="#">Communication With The Public</a>
1220	<a href="#">Citizen Advisory Committees</a>
1330	<a href="#">Use Of School Facilities</a>
1330	<a href="#">Use Of School Facilities</a>
1431	<a href="#">Waivers</a>
3100	<a href="#">Budget</a>
3100	<a href="#">Budget</a>
3311.2	<a href="#">Lease-Leaseback Contracts</a>
3460	<a href="#">Financial Reports And Accountability</a>
3460	<a href="#">Financial Reports And Accountability</a>
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
5148	<a href="#">Child Care And Development</a>
5148	<a href="#">Child Care And Development</a>
5148.2	<a href="#">Before/After School Programs</a>
5148.2	<a href="#">Before/After School Programs</a>
5148.3	<a href="#">Preschool/Early Childhood Education</a>
5148.3	<a href="#">Preschool/Early Childhood Education</a>
6020	<a href="#">Parent Involvement</a>
6020	<a href="#">Parent Involvement</a>
7110	<a href="#">Facilities Master Plan</a>
7111	<a href="#">Evaluating Existing Buildings</a>
7160	<a href="#">Charter School Facilities</a>
7160	<a href="#">Charter School Facilities</a>
7210	<a href="#">Facilities Financing</a>
9130	<a href="#">Board Committees</a>
9320	<a href="#">Meetings And Notices</a>
9321	<a href="#">Closed Session</a>
9323.2	<a href="#">Actions By The Board</a>
9323.2-E PDF(1)	<a href="#">Actions By The Board</a>

**Regulation 3280: Sale Or Lease Of District-Owned Real Property**

Status: DRAFT

Original Adopted Date: 09/17/2012 | Last Revised Date: 03/11/2021 | Last Reviewed Date: 03/11/2021

**Definitions**

*Dispose* means either (1) the sale of surplus land or (2) the lease of surplus land for a term longer than 15 years, inclusive of any extension or renewal options included in the terms of the initial lease. *Dispose* does not include the entering of a lease for surplus land on which no development or demolition will occur, regardless of the term of the lease. (Government Code 54221)

Under the Surplus Land Act, *exempt surplus land* means land, as described in Items #1-10 below, that is: (Government Code 54221)

1. Less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes
2. Being exchanged for another property necessary for the district's use, including easements, pursuant to Education Code 17536
3. Subject to the district advisory committee pursuant to Education Code 17388
4. Jointly occupied by the district and any private person, firm, local governmental agency or corporation pursuant to Education Code 17515
5. Being transferred to a local, state, or federal agency, or to a third-party intermediary for future dedication for the receiving agency's use, or to a federally recognized California Indian tribe
6. A former street, right of way, or easement, and is conveyed to an owner of an adjacent property
7. Developed for low- or moderate-income housing development that meets specified criteria
8. Subject to a valid legal restriction that is not imposed by the district and that makes housing prohibited, such as a conservation easement
9. Transferred to a community land trust, and meets certain specified conditions
10. Included in any of the other exemptions specified in Government Code 5422

**District Advisory Committee**

The district advisory committee which may be referred to as a "7-11 Committee" on use or disposition of surplus school buildings or space shall consist of ~~7 not less than seven or more than 11~~ members representative of each of the following: (Education Code 17389)

1. The district's ethnic, age group, and socioeconomic composition
2. The business community, such as store owners, managers, or supervisors
3. Landowners or renters, with preference to representatives of neighborhood associations
4. Teachers

5. Administrators
6. Parents/guardians of students
7. Persons with expertise in environmental impact, legal contracts, building codes, and land use planning, including, but not limited to, knowledge of the zoning and other land use restrictions of the cities and counties in which the surplus property is located

This committee shall: (Education Code 17390)

1. Review projected school enrollment and other data to determine the amount of surplus space and real property
2. Establish and circulate throughout the attendance area a priority list for use of surplus space and real property that will be acceptable to the community
3. Hold hearings, with community input, on acceptable uses of space and real property, including the sale or lease of surplus real property for child care development purposes
4. Make a final determination of limits of tolerance of use of space and real property
5. Send the Governing Board a report recommending uses of surplus space and real property

The district advisory committee shall comply with open meeting requirements of the Brown Act. (Government Code 54952)

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**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
14 CCR 15061-15062	<a href="#">Preliminary review of projects and conduct of initial study</a>
2 CCR 1700-1702	<a href="#">Surplus property; use of proceeds</a>
Ed. Code 17219-17224	<a href="#">Acquisition of property not utilized as school site; nonuse payments; exemptions</a>
Ed. Code 17230-17234	<a href="#">Surplus property</a>
Ed. Code 17387-17391	<a href="#">Advisory committees for use of excess school facilities</a>
Ed. Code 17400-17429	<a href="#">Leasing of school buildings</a>
Ed. Code 17430-17447	<a href="#">Leasing facilities</a>
Ed. Code 17453	<a href="#">Lease of surplus district property</a>
Ed. Code 17455-17484	<a href="#">Sale or lease of real property</a>
Ed. Code 17462.3	<a href="#">State Allocation Board program to reclaim funds</a>
Ed. Code 17485-17500	<a href="#">Surplus school playground (Naylor Act)</a>
Ed. Code 17515-17526	<a href="#">Joint occupancy</a>
Ed. Code 17527-17535	<a href="#">Joint use of district facilities</a>
Ed. Code 17536	Exchange of district property
Ed. Code 33050	<a href="#">Nonwaivable provisions</a>
Ed. Code 38130-38139	<a href="#">Civic Center Act</a>
Gov. Code 50001-50002	<a href="#">Definitions</a>
Gov. Code 54220-54234	<a href="#">Surplus land</a>
Gov. Code 54950-54963	<a href="#">The Ralph M. Brown Act</a>

**State**

Gov. Code 54952

Pub. Res. Code 21000-21177

**Description**

[Legislative body: definition](#)

[California Environmental Quality Act of 1970](#)

**Management Resources**

Attorney General Opinion

Attorney General Publication

CA Dept of Housing & Community Development  
Pub

California Department of Education Publication

Court Decision

Office of Public School Construction Publication

Website

Website

Website

Website

Website

**Description**

94 Ops.Cal.Atty.Gen. 82 (2011)

[Guidance Regarding Laws Governing School Closures and Best Practices for Implementation in California, April 2023](#)

[Updated Surplus Land Act Guidelines, August 2024](#)

[Best Practices Guide for Potential School Closure, 2024](#)

San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District (2006) 139 Cal.App.4th 1356

[Unused Site Program Handbook, December 2015](#)

[CSBA District and County Office of Education Legal Services](#)

[Department of General Services, Office of Public School Construction](#)

[Coalition for Adequate School Housing](#)

[CSBA](#)

[California Department of Education, School Facilities](#)

**Cross References**

1100

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**Description**

[Communication With The Public](#)

[Citizen Advisory Committees](#)

[Use Of School Facilities](#)

[Use Of School Facilities](#)

[Waivers](#)

[Budget](#)

[Budget](#)

[Lease-Leaseback Contracts](#)

[Financial Reports And Accountability](#)

[Financial Reports And Accountability](#)

[District Records](#)

[District Records](#)

[Child Care And Development](#)

[Child Care And Development](#)

[Before/After School Programs](#)

[Before/After School Programs](#)

[Preschool/Early Childhood Education](#)

[Preschool/Early Childhood Education](#)

[Parent Involvement](#)

[Parent Involvement](#)

[Facilities Master Plan](#)

[Evaluating Existing Buildings](#)

**Cross References**

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9323.2-E PDF(1)

**Description**[Charter School Facilities](#)[Charter School Facilities](#)[Facilities Financing](#)[Board Committees](#)[Meetings And Notices](#)[Closed Session](#)[Actions By The Board](#)[Actions By The Board](#)



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

First Reading of Board Policy 3320: Claims and Actions Against the District. Deletion of Administrative Regulation 3320.

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

First Reading is requested of Board Policy 3320: Claims and Actions Against the District. It is proposed to delete the existing Administrative Regulation and move wording to the board policy.

Policy updated to incorporate material from the accompanying administrative regulation, as the majority of the content is related to Governing Board actions and therefore more appropriately placed in Board policy. Additionally, policy updated to reference NEW LAW (AB 452, 2023) which provides that there are no time limits for the commencement of actions for the recovery of damages for claims of childhood sexual assault that occurred on or after January 1, 2024, including plaintiffs who are 40 years of age or older who file certificates of merit by the plaintiff's attorney and by a licensed mental health practitioner selected by the plaintiff setting forth the facts which support the declaration, and in conjunction with NEW LAW (SB 558, 2023), that the statute of limitations for acts of childhood sexual assault that occurred on or before December 31, 2023 is what was set forth in law on December 31, 2023. In addition, policy updated to (1) generalize and thereby make timeless the language regarding the monetary limit for a limited civil case, (2) require the Board, when a claim is presented late and is not accompanied by an application to present a late claim, to give written notice as specified to avoid potentially waiving certain legal defenses, and (3) clarify that the written notice indicating that a claim was not presented timely and is being returned without further action be done in accordance with a specified Government Code section. Policy also updated to reflect the legal change of the term "Roster of Public Agencies" to "Registry of Public Agencies", and to provide more detail regarding the information that is required to be filed with the Secretary of State and County Clerk.

Regulation deleted with material moved to Board policy, as the majority of the content is related to Governing Board actions and therefore more appropriately placed in Board policy.

Last Updated in LUSD: 11/8/2018

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

[Click here to enter text.](#)

**Addresses Emphasis Goal(s):**

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

**Recommended Action:**

☐ **Informational**

☐ **Denial/Rejection**

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☒ **Discussion**

☐ **Ratification**

☐ **Approval**

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

☐ **Adoption**

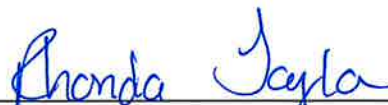
**Originating Department/School:** Superintendent

**Submitted/Recommended By:**

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



Rachel Camarero, Executive Assistant



Dr. Rhonda Taylor, Superintendent

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

**Policy 3320: Claims And Actions Against The District**

**Status:** DRAFT

**Original Adopted Date:** 09/17/2012 | **Last Revised Date:** 11/08/2018 | **Last Reviewed Date:** 11/08/2018

The Governing Board desires to ensure that the district's operations are conducted in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with law the Government Claims Act or other state or district procedures, Board policy, and administrative regulation as well as the district's Joint Powers Authority (JPA) agreement or insurance coverage.

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or specifically excepted by Government Code 905 shall be presented and acted upon in accordance with district-established procedures consistent with the manner and time limitations specified in the Government Claims Act, unless a procedure for processing such claims is otherwise provided by state or federal law: this Board policy. (Government Code 935)

Unless otherwise provided by law, a written claim shall be presented to and acted upon by the Board in accordance with such procedures prior to filing a lawsuit against the district for money or damages.

Upon notice to the district of a claim, the Superintendent or designee shall take all necessary steps to protect the district's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

**Time Limitations**

The following time limitations apply to the presentation of claims for money or damages against the district:

1. Claims relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action (Government Code 911.2)
2. Claims relating to any other cause of action subject to the Government Claims Act shall be filed not later than one year after the accrual of the cause of action (Government Code 911.2)
3. Claims relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905, that are subject to a claims presentation procedure in another statute or regulation, shall be presented to the Board in accordance with the applicable governing statute or regulation (Government Code 905)
4. Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 but is not governed by any other claim presentation statute or regulation shall be presented to the Board within the time limits specified in Items #1 and 2 above, depending on the applicable cause of action (Government Code 911.2, 935)

**Receipt of Claims**

A claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's JPA or insurance carrier in accordance with the applicable

conditions of coverage.

### **Review of Contents of the Claim**

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed

If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case as specified in Code of Civil Procedure 85 and 86.

7. The signature of the claimant or the person acting on the claimant's behalf

### **Notice of Claim Insufficiency**

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

### **Amendment to Claims**

Within the time limits provided in "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

### **Late Claims**

When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code 911.4)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee shall, within 45 days, give written notice, in the manner specified in Government Code 911.3, that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)



The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 and in the manner specified in Government Code 915.4.

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

### **Action on Claims**

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim
5. If the Board takes no action on the claim, the claim shall be deemed rejected

In accordance with Government Code 935.4, the Board delegates to the Superintendent the authority to allow, compromise, or settle claims of \$50,000 or less pursuant to any conditions of coverage in the district's JPA agreement or insurance coverage.

If the Board, or Superintendent when appropriate, allows the claim, in whole or in part, or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall be provided in the manner specified in Government Code 915.4. (Government Code 913)

## Roster Registry of Public Agencies

The Superintendent or designee shall file the information required for the Roster of Public Agencies with the Secretary of State and the County Clerk. This information shall include the name of the school district, the mailing address of the Board, and the names and addresses of the Board-presiding officer, the Board clerk or secretary, and other members of the Board. (Government Code 53051)

Any changes to such information shall be filed within 10 days after the change has occurred. (Government Code 53051)

Within 10 days of any change in the full, legal name of the district, the mailing address of the Board, or the names, titles, and addresses of the Board president, the Board clerk or secretary, or other Board members, the Superintendent or designee shall file the updated information with the Secretary of State and the County Clerk. (Government Code 53051)

**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

Code of Civil Procedure 340.1

Action for recovery of damages suffered as result of childhood sexual assault

Code of Civil Procedure 340.11

Action for recovery of damages suffered as a result of childhood sexual assault that occurred before January 1, 2024

Code of Civil Procedure 85-86

Limited civil cases; amount in controversy

Ed. Code 35200

[Liability for debts and contracts](#)

Ed. Code 35202

[Claims against districts; applicability of Government Code](#)

Gov. Code 53051

[Information filed with secretary of state and county clerk](#)

Gov. Code 6500-6536

[Joint powers agreements](#)

Gov. Code 800

[Cost in civil actions](#)

Gov. Code 810-996.6

[Government Claims Act](#)

Pen. Code 72

[Fraudulent claims](#)

### Management Resources

### Description

Court Decision

Hovd v. Hayward Unified School District (1977) 74 Cal.App.3d 470

Court Decision

Stockett v. Association of California Water Agencies Joint Powers Insurance Authority (2004) 34 Cal.4th 441

Court Decision

City of Stockton v. Superior Court (2007) 42 Cal. 4th 730

Court Decision

Connelly v. County of Fresno (2006) 146 Cal.App.4th 29

Court Decision

CSEA v. Azusa Unified School District (1984) 152 Cal.App.3d 580

Court Decision

CSEA v. South Orange Community College District (2004) 124 Cal.App.4th 574

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[California Secretary of State's Office](#)

Website

[Fiscal Crisis and Management Assistance Team](#)

### Cross References

### Description

1340

[Access To District Records](#)

1340

[Access To District Records](#)

**Cross References****Description**

3530	<a href="#">Risk Management/Insurance</a>
3530	<a href="#">Risk Management/Insurance</a>
4119.1	<a href="#">Civil And Legal Rights</a>
4144	<a href="#">Complaints</a>
4144	<a href="#">Complaints</a>
4157.1	<a href="#">Work-Related Injuries</a>
4158	<a href="#">Employee Security</a>
4158	<a href="#">Employee Security</a>
4219.1	<a href="#">Civil And Legal Rights</a>
4257.1	<a href="#">Work-Related Injuries</a>
4258	<a href="#">Employee Security</a>
4258	<a href="#">Employee Security</a>
4319.1	<a href="#">Civil And Legal Rights</a>
4344	<a href="#">Complaints</a>
4344	<a href="#">Complaints</a>
4357.1	<a href="#">Work-Related Injuries</a>
4358	<a href="#">Employee Security</a>
4358	<a href="#">Employee Security</a>
5141.4	<a href="#">Child Abuse Prevention And Reporting</a>
5141.4	<a href="#">Child Abuse Prevention And Reporting</a>
6163.2	<a href="#">Animals At School</a>
6163.2	<a href="#">Animals At School</a>
9012	<a href="#">Board Member Electronic Communications</a>
9321	<a href="#">Closed Session</a>
9322	<a href="#">Agenda/Meeting Materials</a>



**Regulation 3320: Claims And Actions Against The District**

Status: DRAFT

Original Adopted Date: 10/11/2018 | Last Revised Date: 06/17/2021 | Last Reviewed Date: 06/17/2021

Any claim against the district for money or damages shall be filed and acted upon in accordance with the Government Claims Act (Government Code 810-996.6) or other applicable law. Claims that are specifically excepted from the Government Claims Act by Government Code 905 and are not governed by any other statute or regulation may be filed and acted upon in accordance with district established procedures pursuant to Government Code 935.

Unless otherwise provided by law, a written claim shall be presented to and acted upon by the Governing Board in accordance with such procedures prior to filing a lawsuit against the district for money or damages.

**Time Limitations**

The following time limitations apply to the presentation of claims for money or damages against the district:

1. Claims relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Code 911.2)
2. Claims relating to any other cause of action subject to the Government Claims Act shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)
3. Claims relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905 but are subject to a claims presentation procedure in another statute or regulation shall be presented to the Board in accordance with the applicable governing statute or regulation. (Government Code 905)
4. Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 but is not governed by any other claims presentation statute or regulation shall be presented to the Board within the time limits specified in items #1 and 2 above, depending on the applicable cause of action. Government Code 911.2

**Receipt of Claims**

A claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

**Review of Contents of the Claim**

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim



5. The name(s) of the district employee(s) causing the injury, damage, or loss if known
6. The amount claimed if it totals less than \$10,000 including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case.
7. The signature of the claimant or the person acting on his/her behalf

#### **Notice of Claim Insufficiency**

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8; 915.4)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

#### **Amendment to Claims**

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

#### **Late Claims**

When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in the section "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code 911.4; 915; 915.2)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 and in the manner specified in Government Code 915.4. (Government Code 911.8; 915.4)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be

deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

### **Action on Claims**

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall be provided in the manner specified in Government Code 915.4. (Government Code 913, 915.4)

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# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** February 13, 2025

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**Agenda Item:**

First Reading of Administrative Regulation 5116.1: Intradistrict Open Enrollment

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

First Reading is requested of Administrative Regulation 5116.1: Intradistrict Open Enrollment.

Policy updated to reflect minor changes to dates and timelines of Intradistrict open enrollment process.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

Click here to enter text.

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

☐ **Informational**      ☐ **Denial/Rejection**  
☒ **Discussion**      ☐ **Ratification**  
☐ **Approval**      ☐ **Explanation:** Click here to enter text.  
☐ **Adoption**

**Originating Department/School:** Superintendent

**Submitted/Recommended By:**

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



Rachel Camarero, Executive Assistant



Dr. Rhonda Taylor, Superintendent

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

**Regulation 5116.1: Intradistrict Open Enrollment**

**Status:** DRAFT

**Original Adopted Date:** 09/17/2014 | **Last Revised Date:** 09/10/2020 | **Last Reviewed Date:** 09/10/2020

**Transfers for Victims of a Violent Criminal Offense**

Within a reasonable amount of time, not to exceed 14 days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the Superintendent or designee. In making the determination that a student has been a victim of a violent criminal offense, the Superintendent or designee shall consider the specific circumstances of the incident and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.

The Superintendent or designee shall consider the needs and preferences of the affected student and his/her parent/guardian in making the offer. If the parent/guardian elects to transfer his/her child, the transfer shall be completed as soon as practicable.

**Transfers from a "Persistently Dangerous" School**

Upon receipt of notification from the California Department of Education (CDE) that a district school has been designated as "persistently dangerous," the Superintendent or designee shall provide parents/guardians of students attending the school with the following notifications:

1. Within 10 days of receipt of the notification from CDE, notice of the school's designation
2. Within 20 days of receipt of the notification from CDE, notice of the option to transfer their child

Parents/guardians who desire to transfer their child out of a "persistently dangerous" school shall provide a written request to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students. The Superintendent or designee may establish a reasonable timeline, not to exceed seven school days, for the submission of parent/guardian requests.

The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the parent/guardian's preference if the assignment is not feasible due to space constraints or other considerations. For students whose parents/guardians accept the offer, the transfer shall generally be made within 30 school days of receiving the notice of the school's designation from the CDE. If parents/guardians decline the assigned school, the student may remain in his/her current school.

The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous." The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

The Superintendent or designee shall cooperate with neighboring districts to develop an interdistrict transfer program in the event that space is not available in a district school.

**Alternative Schools and Programs of Choice**

1. Classes are established based on requests received during the open enrollment application period.

~~Open enrollment begins January 15 of each year and runs for 30 school days.~~

2. New students must register for their attendance area school while requesting an alternative school or program of choice.
3. The school of choice will not have a limited attendance area.
4. When requests for enrollment exceed space available, enrollment will be determined by lottery according to the following priority order:
  - a. Students of LUSD residents

- b. Siblings of students currently attending the same school or program of choice
  - c. Students currently enrolled in LUSD in a similar program
  - d. Students of LUSD Staff
  - e. Students of Non-LUSD residents
5. ~~The lottery will occur on or before the last Tuesday in February.~~
  6. (5) After the lottery has been conducted, the Superintendent or designee shall inform applicants by mail as to whether their applicants have been approved, denied, or placed on a waiting list. Placement on the waiting list or reasons for denial will be stated in the notification.
  7. ~~Applicants who receive approval for the language programs must schedule the language screening administered by the district within 30 days of notification.~~
  8. ~~Applicants will be notified of results of the language screening within 10 days of assessment administration.~~
    - a. ~~Successful completion of the language assessment will receive notification of acceptance and enrollment procedures.~~
    - b. ~~Applicants who are unsuccessful will not be accepted to the program. Students who demonstrate that they may not be successful in the immersion program based on the language assessment will not be accepted to the program.~~
    - c. ~~Applicants accepted to the language program must confirm their enrollment by completion of initial paperwork within two weeks of the date of notification of language screening.~~
  9. Applicants who receive notification of acceptance for all other programs of choice must confirm their enrollment by completion of initial paperwork within two weeks of notification.
  10. If space permits additional enrollment, a separate lottery may be held for late candidates.

#### **Other Intradistrict Open Enrollment**

Except for transfers for victims of a violent crime and from a "persistently dangerous school," the following procedures shall apply to intradistrict open enrollment:

1. The Superintendent or designee shall identify those schools which may have space available for additional students. A list of those schools and open enrollment applications shall be available at each school site, the district office, and on the district's web site.
2. After the enrollment priorities have been applied in accordance with Board policy, ~~if there are more requests for a particular school than there are spaces available, a random drawing shall be held from the applicant pool.~~ A waiting list shall be established to indicate the order in which applicants may be accepted if openings occur during the year. Late applicants shall not be added to the waiting a wait list for the current year, but shall instead wait for a subsequent lottery.
3. The Superintendent or designee shall provide written notification to applicants as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
4. Approved applicants must confirm their enrollment within 10 school days.

Once enrolled, a student shall not be required to reapply for readmission. However, the student may be subject to displacement due to excessive enrollment.

Any complaints regarding the open enrollment process shall be submitted in accordance with the applicable complaint procedure.

#### **Notifications**

Notifications shall be sent to parents/guardians at the beginning of each school year describing all current statutory



attendance options and local attendance options available in the district. Such notification shall include: (Education Code 35160.5, 48980)

1. All options for meeting residency requirements for school attendance
2. Program options offered within local attendance areas
3. A description of any special program options available on both an interdistrict and intradistrict basis
4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied
5. A district application form for requesting a change of attendance
6. The explanation of attendance options under California law as provided by the CDE

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**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**

5 CCR 11992-11994

Ed. Code 200

Ed. Code 35160.5

Ed. Code 35291-35291.5

Ed. Code 35351

Ed. Code 46600-46611

Ed. Code 48200

Ed. Code 48204

Ed. Code 48300-48316

Ed. Code 48980

#### **Description**

[Definition of persistently dangerous schools](#)

[Equal rights and opportunities in state educational institutions](#)

[District policies; rules and regulations](#)

[Rules](#)

[Assignment of students to particular schools](#)

Interdistrict attendance agreements

[Compulsory attendance](#)

[Residency requirements for school attendance](#)

[Student attendance alternatives; school district of choice program](#)

[Parent/Guardian notifications](#)

#### **Federal**

20 USC 6311

20 USC 6313

20 USC 7912

#### **Description**

[State plan](#)

[Eligibility of schools and school attendance areas; funding allocation](#)

[Transfers from persistently dangerous schools](#)

#### **Management Resources**

Attorney General Opinion

California Department of Education Publication

California Department of Education Publication

Court Decision

U.S. Department of Education Publication

Website

Website

Website

Website

#### **Description**

85 Ops.Cal.Atty.Gen. 95 (2002)

Every Student Succeeds Act - Update #8, July 14, 2017

Public School Choice FAQs

Crawford v. Huntington Beach Union High School District (2002) 98 Cal.App.4th 1275

Unsafe School Choice Option, May 2004

[CSBA District and County Office of Education Legal Services](#)

[California Department of Education](#)

[CSBA](#)

[U.S. Department of Education](#)

**Cross References**

0450

0450

1312.3-E PDF(1)

1312.3-E PDF(2)

1312.3

1312.3

3540

3540

3541

5020

5020

5111

5111

5111.1

5111.1

5116

5116.2

5117

5117

5131.2

5131.7

5131.7

5145.6-E PDF(1)

5145.6

6164.6

6164.6

6173.1

6173.1

6181

6181

9000

9310

**Description**[Comprehensive Safety Plan](#)[Comprehensive Safety Plan](#)[Uniform Complaint Procedures](#)[Uniform Complaint Procedures](#)[Uniform Complaint Procedures](#)[Uniform Complaint Procedures](#)[Transportation](#)[Transportation](#)[Transportation Routes And Services](#)[Parent Rights And Responsibilities](#)[Parent Rights And Responsibilities](#)[Admission](#)[Admission](#)[District Residency](#)[District Residency](#)[School Attendance Boundaries](#)[Involuntary Student Transfers](#)[Interdistrict Attendance](#)[Interdistrict Attendance](#)[Bullying](#)[Weapons And Dangerous Instruments](#)[Weapons And Dangerous Instruments](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Identification And Education Under Section 504](#)[Identification And Education Under Section 504](#)[Education For Foster Youth](#)[Education For Foster Youth](#)[Alternative Schools/Programs Of Choice](#)[Alternative Schools/Programs Of Choice](#)[Role Of The Board](#)[Board Policies](#)