

# LAKESIDE UNION SCHOOL DISTRICT

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

**August 8, 2024**  
Closed Session: 4:00 p.m.  
Open Session: 4:30 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-4:00 PM

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

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

### C. CLOSED SESSION-4:00 PM

1. Public Employee Appointment/Employment, Assistant Superintendent, Human Resources, pursuant to Government Code § 54957.
2. Public Employee Evaluation, Superintendent, pursuant to Government Code § 54957.

### D. OPENING PROCEDURES – 4:30 PM

1. Reconvene
2. Welcome Visitors
3. Closed Session Report
4. The Pledge of Allegiance will be led by Board President, Andrew Hayes. Following the pledge, Director of Special Education Dr. Danielle Clark and ESY Program Specialist Janette Ridgels will share highlights from the ESY summer programs.

### E. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

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

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

G. ACTION ITEMS

1. **Approval** is requested of an Employment Agreement with Robin Ballarin for the position of Assistant Superintendent, Human Resources. The term of the contract is August 12, 2024 to June 30, 2026.
2. **Approval** is requested of an amendment to the Employment Agreement for Lisa Davis, Assistant Superintendent of Business Services to roll over her contract for a period of three years commencing from July 1, 2024 to June 30, 2027.
3. **Approval** is requested of an amendment to the Employment Agreement for Dr. Natalie Winspear, Assistant Superintendent of Education Services to roll over her contract for a period of three years commencing July 1, 2024 to June 30, 2027.

H. ITEMS OF BUSINESS

- 1.1 Designate consent agenda items.

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

- 1.2 Discussion/adoption of consent agenda items.

SUPERINTENDENT

- 2.1 **Adoption** is requested of the minutes of the regular board meeting of July 11, 2024.

HUMAN RESOURCES

- 3.1 **Approval/Ratification** is requested of Personnel Assignment Order 2025-02.
- 3.2 **Approval** of an amended “Declaration of Needs for Fully Qualified Educators” for the 2024-25 school year.
- 3.3 **Approval** is requested of a Memorandum of Understanding for the term of July 1, 2024 to June 30, 2027 with High Tech High and LUSD for an internship program that would allow teachers to obtain a California Teaching Credential.
- 3.4 **Approval** is requested of a Memorandum of Understanding with Point Loma University for students to have clinical learning experience, for the term of August 9, 2024 to August 8, 2029.

EDUCATION SERVICES

- 4.1 **Approval** of a settlement agreement for attorney’s fees and compensatory education in the total amount of \$53,500.
- 4.2 **Approval** of a settlement agreement for attorney’s fees and compensatory education in the total amount of \$15,300.

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 Agricultural Career Technical Grant for the Lakeside Middle School FFA program for the project duration of July 1, 2024-June 30, 2025.
- 5.3 **Acceptance** of the destruction of class level 3 records.
- 5.4 **Approval** of change orders #3-6 to the GEM Central Kitchen Project for a total of \$8,360.88 paid from Fund 40: Special Reserve Capital Outlay Projects.
- 5.5 **Approval** is requested of the following annual contracts for the 2024-2025 school year: A) San Diego Global Educational Institute (Ed Services), Verbal Behavior Associates (SPED), Aseltine School (SPED), All Weather A/C & Heating (Maint), PIQE (Pupil Services), McAlister Institute (Pupil Services), Parent Mileage Reimbursement (SPED), 3Strands Global Foundation (LMS), San Diego Center for Children and East County Outpatient Counseling Program (Pupil Services), Ascend Rehab Services (SPED), Specialized Therapy Services (SPED), Center for Behavioral Change (Food Services)
- 5.6 **Approval** is requested of the following out-of-town field trips for Lakeside Middle School: A) Band: Knott's Berry Farm for competition (December); B) **Show Choir**: Burbank Blast (March), Disneyland/Knott's Berry Farm performances (Spring), Long Beach Dance Competition (March), Katella in Anaheim (March 2025) C) **ASB**: Leadership Conference, Anaheim (June 2025); **FFA**: National Leadership Conference in Indianapolis, Indiana (October), Southern California FFA Leadership Conference, Norco (Nov.), Imperial Valley Field Day, Imperial (Dec), Hemet Field Day, Hemet (Jan 2025), Chico State Field Day, Chico (Feb 2025), Southern Region Speaking Finals, Pomona (Feb 2025), Davis Field Day, UC Davis (March 2025), Merced College Field Day, Merced (March 2025), Modesto Jr. College Field Day, Modesto (March 2025), Southern Region CATA & FFA Spring Regional Meeting, Pomona (March 2025), Reedley & CRC Field Day, Reedley (March 2025), CA FFA LDE Public Speaking Finals, Sacramento (April 2025), CA FFA State Conference, Sacramento (April 2025), Fresno State Field Day & Finals, Fresno (April 2025), Cal Poly State Finals, San Luis Obispo (May 2025), CATA Summer Conference, San Luis Obispo (June 2025).
- 5.7 **Approval** is requested of the following fundraisers for Lakeside Middle School: A) Band: voluntary donation drive; band t-shirt sales; catalog sales of frozen food products; B) Show Choir: voluntary donation drive; ticket sales; chorus/dance spirit wear; awards dinner; dessert concerts; voluntary admission to concerts; opportunity baskets at events; October dance-a-thon; C) PE Department: PE clothes; water sales; D) Drama Department: voluntary ticket sales to performances; E) Art Department: voluntary donation drive; F) ASB: H2O Go; school dances; sales of holiday grams; water sales at promotion; candy fundraiser and G) FFA: Welcome Back Staff Luncheon, pancake breakfast, raffles at various events, t-shirt sales and for Lindo Park Elementary: A) Believe Fundraising (Sept 9-30<sup>th</sup>)
- 5.8 **Approval** is requested of the following gifts to the District: A) a \$20 Gift Card from Caffeine Queens, B) Various Gift Cards in the total amount of \$75 from East County Schools, C) \$400 from Schools First

Lakeside Union School District

Board of Trustees Agenda

August 8, 2024

I. DISCUSSION ITEMS

Miscellaneous

1. Legislative Updates
2. Discuss possible cell phone survey to staff and parents.
3. Proposed Special Board Meeting for the review of Site SPSA's, possible dates: Sept. 16<sup>th</sup> or Sept 19<sup>th</sup> at 4:30 p.m.

First Readings

1. *First Reading* of Board Policy 2121: Superintendent's Contract
2. *First Reading* of Board Policy 6163.1: Library Media Centers
3. *First Reading* of Board Bylaw 9920 and Exhibit 9920-E (1): Governing Board Elections
4. *First Reading* of Board Bylaw 9223: Filling Vacancies

J. REPORTS TO THE BOARD

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

K. ADJOURNMENT

Respectfully Submitted,

*Rhonda L. Taylor, Ed.D.*  
Superintendent

# LAKESIDE UNION SCHOOL DISTRICT

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Governing Board Meeting Date: August 8, 2024

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**Agenda Item:**

Employment Agreement for Assistant Superintendent of Human Resources

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

Approval is requested of the Employment Agreement for Assistant Superintendent of Human Resources between the Governing Board of LUSD and Robin Ballarin for a period of two (2) years beginning August 16, 2024 and ending June 30, 2026.

**Fiscal Impact (Cost):**

Click here to enter text.

**Funding Source:**

General Fund

**Recommended Action:**


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

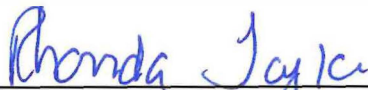
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**Originating Department/School: Superintendent**

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
Department Head Signature

  
Dr. Rhonda Taylor, Superintendent

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



personally delivers to each member of the Board written notice regarding this provision, including the effect of the March 31 deadline.

### **3. WORK YEAR**

The Assistant Superintendent is a full-time certificated executive management employee of the District and shall render full-time competent and regular service to the District for twelve (12) months during each annual period covered by this Agreement. The work year of the Assistant Superintendent shall consist of two hundred forty-four (244) days which shall be the rate used to determine the Assistant Superintendent's daily rate of pay for the purposes of the value of a vacation day: the annual salary divided by two hundred forty-four (244) shall equal the value of a vacation day. The parties acknowledge and agree that the Assistant Superintendent is an exempt employee and not entitled to overtime or compensatory time off.

### **4. QUALIFICATIONS**

The Assistant Superintendent warrants and represents that she currently possesses an administrative credential issued by the State of California, and that such credential has not been suspended or revoked. Any suspension or revocation of such administrative credential shall constitute cause for termination of this Agreement.

### **5. SALARY**

The Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be two hundred eight thousand, two hundred fifty-one dollars (\$208,251.00) payable in equal installments on the last day of each calendar month commencing August 1, 2024. The Board reserves the right to increase the annual salary of the Assistant Superintendent at any time.

### **6. PROVISION REQUIRED BY GOVERNMENT CODE SECTIONS 53260-53264 and 53243-53244**

Regardless of the term of this Agreement or any other provision contained in it, Government Code section 53260 requires that every employment Agreement include a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary multiplied by the number of months remaining on the unexpired term of the contract. However, if the unexpired term of the contract is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by twelve (12). Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the Assistant Superintendent finds other employment, whichever occurs first. Again, however, if the unexpired term is greater than twelve (12) months, the maximum time for which the District may agree to continue health benefits paid for by the District shall be twelve (12) months.

Section 53260 notwithstanding, Government Code section 53260 prohibits the District from providing any cash or noncash settlement to the Assistant Superintendent if the District believes, and subsequently confirms, pursuant to an independent audit, that the Superintendent has engaged

in fraud, misappropriation of funds, or other illegal fiscal practices. The intent of this provision is only to satisfy the requirements in Government Code sections 53260 – 53264, and shall be interpreted consistently with these statutes. It should not be interpreted or applied to require the District to pay the Assistant Superintendent salary and/or benefits for twelve (12) months upon the termination of this Agreement.

In accordance with Government Code section 53243 *et seq.*, if the Assistant Superintendent is convicted of a crime involving the abuse of office or position, the Assistant Superintendent agrees that she shall fully reimburse the District for all of the following: (1) any paid leave salary paid by the District to the Assistant Superintendent pending an investigation; (2) any funds paid by the District for the legal criminal defense of the Assistant Superintendent; and (3) any cash settlement paid to the Assistant Superintendent related to the termination of the Assistant Superintendent's employment. This provision expressly does not oblige the District to make any of these payments. The intent of this provision is to satisfy the requirements in Government Code sections 53243-53244, and shall be interpreted consistently with these statutes.

## 7. BENEFITS, MEMBERSHIPS AND DUES

- A. Sick Leave The Assistant Superintendent shall be entitled to and accrue twelve (12) working days of sick leave during each twelve (12) month period of this Agreement. Such leave may be accumulated without limitation.
- B. Health and Welfare Benefits The Board shall provide at District expense employee and dependent coverage for the Assistant Superintendent pursuant to the terms of the District's health care provider for medical and dental insurance. However, the Assistant Superintendent shall make payment of health premiums in the same amount, and under the same terms and conditions, as certificated bargaining unit members. In addition, the Board shall pay the premiums for term life insurance payable to the designated beneficiary(ies) of the Assistant Superintendent in the amount of one hundred thousand dollars \$100,000.00 and a disability insurance policy insuring the Assistant Superintendent. The Assistant Superintendent shall be the owner of this disability insurance policy. The Assistant Superintendent shall also be entitled to any retiree health benefits to which certificated bargaining unit members or certificated managers are entitled and under the same terms and conditions.
- C. Vacation The Assistant Superintendent is a twelve-month certificated employee who is required to render competent full-time service during the term of this Agreement. The Assistant Superintendent shall be entitled to twenty-four (24) days paid vacation each year which shall be earned and accrued each month or pro rata part thereof that the Assistant Superintendent is in paid status with the District. Because the Board encourages the reasonable use of vacation for rest and recreation, vacation days shall accrue up to a maximum of twenty-four (24) days after which no more vacation days may be accrued without the prior approval of the Board. Upon termination or expiration of this Agreement, the Assistant Superintendent shall be entitled to compensation for all unused, earned and accrued vacation days, not to exceed twenty-four (24) days, at her then current daily rate of compensation or proration thereof.



- D. Longevity The Assistant Superintendent shall be eligible for longevity increases in accordance with the District's prevailing Assistant Superintendent Salary Schedule. Any such increase is subject to ratification by the Board in open session at a regularly scheduled board meeting.
- E. Memberships/Dues The Board also shall pay the annual dues of the Assistant Superintendent so that the Assistant Superintendent may maintain continuous membership in the Association of California School Administrators, Association for Supervision and Curriculum Development, and one additional state or local professional organization which the Superintendent agrees to or requires that the Assistant Superintendent maintain membership for the term of this Agreement.
- F. Automobile and Mileage The Assistant Superintendent is required to possess and maintain an automobile for the performance of her duties. The Board shall, for the duration of this Agreement, pay to the Assistant Superintendent, in lieu of mileage reimbursement, five hundred dollars (\$500.00) per month. The Board shall also pay or reimburse the reasonable travel and other expenses pursuant to District policy for attendance at conferences, meetings or other events provided that for such events which take place outside the boundaries of San Diego County, such payment or reimbursement shall require the prior approval of the Board or the Superintendent if there is not time to procure full Board approval.
- G. Expenses The Board shall, for the duration of this Agreement, pay to the Assistant Superintendent, in lieu of reimbursement for expenses incurred, four hundred dollars (\$400.00) per month.
- H. Cellular Telephone The District shall provide to the Assistant Superintendent a cellular phone for District business, which shall be used in accordance with any Board Policy.
- I. Other Benefits The Assistant Superintendent, unless otherwise provided for in this Agreement, shall be entitled to all leaves of absence provided to certificated employees generally by law or by the Board except that the exercise of any leave entitlements shall not preclude the Board from terminating this Agreement for the reasons provided in Paragraph 10 of this Agreement.

**8. DUTIES AND RESPONSIBILITIES**

- A. The Assistant Superintendent shall have charge of the duties and responsibilities of the Assistant Superintendent of Human Resources for the Lakeside Union School District. These duties and responsibilities include, but are not limited to, those that may be granted or imposed upon her by law, those that may be assigned to her by the Board, those that may be assigned to her by the Superintendent, those that are set forth in the operative position description for Assistant Superintendent of Human Resources, and those that may be further described in the District's Board Policies and Administrative Regulations.

- B. In the performance of the duties required by this Agreement, the Assistant Superintendent shall adhere to State and Federal laws, and District and Board Policies and Regulations at the highest level of professional competence.
- C. The Assistant Superintendent shall devote her entire productive time, ability, and attention to the business of the Lakeside Union School District and shall be available twenty-four (24) hours a day for that purpose, except as otherwise provided below.
- D. The Assistant Superintendent is encouraged to engage in professional growth activities as long as they do not interfere with her normal duties, impair her effectiveness, or result in a conflict of interest under state law. If the Assistant Superintendent will engage in outside professional activities during the work day, the Assistant Superintendent shall either schedule such activities for nonwork days or take vacation. This requirement to utilize nonwork days or vacation shall not apply to the possible infrequent occasion on which the Assistant Superintendent engages in such professional activities early in the morning, at lunch time or late in the day and still works a full workday for the District.

## 9. PERFORMANCE EVALUATION

- A. The Superintendent and the Assistant Superintendent acknowledge that the employment relationship between the Superintendent and the Assistant Superintendent is a special and important relationship. This relationship requires regular communication and feedback. The Superintendent may, on an as needed or as directed basis, informally evaluate the Assistant Superintendent. The Superintendent may evaluate the Assistant Superintendent in writing at any time and at least once each year.
- B. As soon as practicable after the commencement of the term of this Agreement, the Superintendent and the Assistant Superintendent shall meet to establish the Assistant Superintendent's goals and objectives for the first year under this Agreement. Said goals and objectives shall be reduced to writing, shall be prioritized, and shall be based upon the duties and responsibilities set forth in this Agreement, and any other criteria mutually agreed upon by the parties or established by the Superintendent. The parties will meet to establish goals and objectives annually. Such personal goals and objectives shall be confidential and become a part of the Assistant Superintendent's evaluation in her official personnel file.
- C. Prior to June 30 of each year under this Agreement, the Superintendent shall evaluate the performance of the Assistant Superintendent and the working relationship between the Assistant Superintendent and Superintendent according to a format determined by the Superintendent with input from the Assistant Superintendent. The Superintendent shall state in writing whether the overall performance of the Assistant Superintendent does not meet expectations, meets expectations, exceeds expectations, or greatly exceeds expectations.
- D. If the overall determination is that the Assistant Superintendent's performance does not meet expectations, the Superintendent will provide the Assistant Superintendent with written recommendations as to the areas needing improvement. The Superintendent will

provide the Assistant Superintendent with a copy of the evaluation not later than June 30 of the year in which evaluated and shall meet with the Assistant Superintendent to discuss the evaluation before July 30<sup>th</sup> of that year. The evaluation shall be reviewed by the Governing Board and placed in the Assistant Superintendent's official personnel file.

- E. Failure by the Superintendent to evaluate or timely evaluate the Assistant Superintendent shall not preclude the Governing Board from exercising any provision of this Agreement.

## 10. TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by: (1) mutual consent at any time, (2) at any time for the convenience of the Board, (3) by non-renewal by the Board, (4) by the Board for breach of this Agreement, (5) by the Board for cause, which shall include, but not be limited to, failure to perform in a satisfactory manner, and/or any cause provided in Education Code sections 44932 or 44933, (6) by the Board because of continuing disability of the Assistant Superintendent, or (7) by resignation of the Assistant Superintendent upon ninety (90) days prior written notice to the Board. "Breach" shall be defined as any violation by the Assistant Superintendent of a material term of this Agreement. If this Agreement is terminated for any reason contained in this subparagraph 10.A, except continuing disability or convenience of the Board, the Board shall have no obligation to continue to compensate the Superintendent under this Agreement.
- B. In the event of a proposed termination of this Agreement for breach or for cause, the Board shall give at least thirty (30) days prior written notice to the Assistant Superintendent which shall contain a reasonably detailed statement of the charges which shall constitute cause or breach of a material term of this Agreement. The Assistant Superintendent shall be given the right to respond orally or in writing to the Board and the right to request an informal hearing before the Board. The Assistant Superintendent must request an informal hearing before the Board within five (5) calendar days after receiving the written notice from the Board. The informal hearing shall be held in closed session unless the Assistant Superintendent requests that the hearing be held in an open session at the time the Assistant Superintendent requests the informal hearing. The hearing before the Board shall be conducted by the Board and shall not be a formal evidentiary hearing. The Assistant Superintendent shall be provided an opportunity to respond to the statement of charges and to present any documents or affidavits necessary. The Assistant Superintendent may be represented by legal counsel at her own expense and must notify the Board at least ten (10) days prior to the informal hearing that she will be represented by legal counsel. The Board shall render a final decision within forty-five (45) calendar days following the hearing.
- C. The Board within its discretion may terminate this Agreement without cause at any time upon written notice to the Assistant Superintendent. If such notice is given, the Board shall pay to the Assistant Superintendent a lump sum payment within thirty (30) days of the Assistant Superintendent's last day of employment with the District an amount equal to:
  - (i) the salary of the remainder of the term of this Agreement, or any extension thereof; or
  - (ii) an amount equal to the monthly salary of the Assistant Superintendent multiplied by

twelve (12) months, whichever amount is lesser. The calculation for purposes of the lump-sum payment shall be based upon the rate of salary in effect on the last day of the Assistant Superintendent's employment with the District. Upon termination of this Agreement without cause, the District shall continue to pay the Assistant Superintendent's health benefits for the remainder of this Agreement, or any extension thereof, not to exceed twelve (12) months, or until the Assistant Superintendent finds other public employment, whichever occurs first. This provision is intended to comply with the requirements governing maximum cash settlement as set forth in Government Code sections 53260, et seq. The Board and the Assistant Superintendent agree that the payment provided under this Paragraph 10.C shall constitute the exclusive and sole remedy of any kind for any termination of her employment and the Assistant Superintendent agrees and covenants not to assert or pursue any other remedies of any kind, whether they be administrative, at law or in equity, with respect to any termination of her employment. Specifically, upon acceptance of payment under 10.C, the Assistant Superintendent agrees to waive and release the District from any claims and/or causes of action against the District or Board in any way related to her employment by the Board, including but not limited to claims or actions under this Agreement.

- D. In the event of a proposed termination of this Agreement because of the continuing disability of the Assistant Superintendent, the Board shall give at least thirty (30) days prior written notice to the Assistant Superintendent. No such notice shall be sent unless the Assistant Superintendent is determined to be unable to perform the essential duties of her position with or without reasonable accommodation. The Assistant Superintendent shall be given a reasonable opportunity to be heard in the way of any explanation or defense before any final decision or the proposed termination of this Agreement is made on the basis of continuing disability.

## **11. NOTIFICATION OF OTHER EMPLOYMENT**

The Assistant Superintendent shall notify the Board in writing a minimum of forty-five (45) days prior to accepting other employment or resigning from the District. The Assistant Superintendent shall also notify the Board in writing within two (2) days of her becoming aware that she has been selected as a finalist for a full-time position with another public or private employer.

## **12. LEGAL DEFENSE**

To the extent required by Government Code sections 825 et seq., and 995 et seq., and subject to the requirements of those sections and other applicable legal requirements, the District shall defend and indemnify the Assistant Superintendent from all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent because of acts or omissions within the scope of the Assistant Superintendent's employment with the District. The terms of this Paragraph 12 shall survive termination of this Agreement.

## **13. MISCELLANEOUS PROVISIONS**

- A. This Agreement is subject to the applicable laws of the State of California and to the rules and regulations of the State Board of Education.
- B. This Agreement is the sole and only agreement between the Parties and supersedes any prior oral understandings or written agreements.
- C. This Agreement can be changed or modified at any time, but only by a written document signed by both Parties, except that the Board reserves the right to increase the Assistant Superintendent's salary at any time.
- D. If any term or provision of this Agreement is determined to be illegal by a court of competent jurisdiction, then such term or provision shall be severed from this Agreement, and the remaining terms and provisions shall be in full force and effect.
- E. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.
- F. This Agreement may be executed by facsimile signature, PDF, and in one or more counterparts, each of which shall be deemed to be an original, and which shall together constitute one and the same document.

**14. RATIFICATION**

The Assistant Superintendent and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.

\_\_\_\_\_  
 ROBIN BALLARIN  
 Assistant Superintendent

\_\_\_\_\_  
 ANDREW HAYES  
 President of the Governing Board

Date: 7-29-2024

Date: \_\_\_\_\_

Ratified in an open session of the Governing Board on: \_\_\_\_\_

RS / \_\_\_\_\_

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** August 8, 2024

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**Agenda Item:**

Amendment to the Employment Agreement for Assistant Superintendent of Business Services

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

Approval is requested of an amendment to the Employment Agreement for Assistant Superintendent of Business Services between the Governing Board of LUSD and Lisa Davis for a period of three (3) years beginning July 1, 2024 and ending June 30, 2027.

**Fiscal Impact (Cost):**

Click here to enter text.

**Funding Source:**

General Fund

**Recommended Action:**

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

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**Originating Department/School:** Superintendent

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
Department Head Signature

  
Dr. Rhonda Taylor, Superintendent

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

**AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE**  
**GOVERNING BOARD**  
**OF THE**  
**LAKESIDE UNION SCHOOL DISTRICT**  
**AND LISA DAVIS**

The Governing Board of the Lakeside Union School District of San Diego County, California (hereinafter referred to as the "Board") and Lisa Davis, Assistant Superintendent of Business Services (hereinafter referred to as ("Assistant Superintendent")) agree to amend the Employment Agreement between the Governing Board of the Lakeside Union School District and Lisa Davis (hereinafter "Agreement") and to enter into this Amendment to the Agreement between the Governing Board of the Lakeside Union School District and Lisa Davis (hereinafter "Amendment") on following terms and conditions:

1. The following provision shall replace Paragraph 1, (Term), of the Agreement:

**1. TERM**

The Board hereby employs the Assistant Superintendent for a period of three years, commencing July 1, 2024 and ending June 30, 2027.

2. With the exception of the above modifications, all other terms and conditions of the Agreement shall remain in full force and effect.

3. The Assistant Superintendent and the Board agree that this Amendment is not binding or enforceable unless it is ratified by the Board in an open session meeting of the Board.

\_\_\_\_\_  
LISA DAVIS  
Assistant Superintendent

\_\_\_\_\_  
ANDREW HAYES  
President of the Governing Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Ratified in an open session of the Governing Board on: \_\_\_\_\_

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** August 8, 2024

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**Agenda Item:**

Employment Agreement for Assistant Superintendent of Educational Services

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

Approval is requested of an Employment Agreement for Assistant Superintendent of Educational Services between the Governing Board of LUSD and Natalie Winspear Ed. D. for a period of three (3) years beginning July 1, 2024 and ending June 30, 2027.

**Fiscal Impact (Cost):**

Click here to enter text.

**Funding Source:**

General Fund

**Recommended Action:**

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

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**Originating Department/School:** Superintendent

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Dr. Rhonda Taylor, Superintendent

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



**EMPLOYMENT AGREEMENT  
FOR ASSISTANT SUPERINTENDENT  
BETWEEN THE GOVERNING BOARD  
OF THE LAKESIDE UNION SCHOOL DISTRICT AND  
NATALIE WINSPEAR, Ed.D.  
2024 - 2027**

This Employment Agreement for Assistant Superintendent of Educational Services (hereinafter “Agreement”) is entered into by and between the Governing Board of the Lakeside Union School District of San Diego County, California (hereinafter referred to as “the Board”) and Natalie Winspear, Ed.D. (hereinafter referred to as the “Assistant Superintendent”). The Board and the Assistant Superintendent hereby agree to the following terms and conditions:

**1. TERM**

The Board hereby employs the Assistant Superintendent for a period of three (3) years beginning July 1, 2024 and terminating on June 30, 2027.

**2. RENEWAL OF AGREEMENT**

Pursuant to the requirements of Education Code section 35031, this Agreement shall automatically renew for an additional period of three (3) years on the same terms and conditions existing at the time of any such renewal unless prior to December 31 of the last year of this Agreement, the Board sends or personally delivers to the Assistant Superintendent written notice that this Agreement shall not be renewed for another three (3) year term. The Board and the Assistant Superintendent acknowledge that they have agreed to a notice date of December 31, and that this notice period is greater than the forty-five (45) day advance notice provision contained in Education Code section 35031.

**3. WORK YEAR**

The Assistant Superintendent is a full-time certificated executive management employee of the District and shall render full-time competent and regular service to the District for twelve (12) months during each annual period covered by this Agreement. The work year of the Assistant Superintendent shall consist of two hundred forty-four (244) days which shall be the rate used to determine the Assistant Superintendent’s daily rate of pay for the purposes of the value of a vacation day: the annual salary divided by two hundred forty-four (244) shall equal the value of a vacation day. The parties acknowledge and agree that the Assistant Superintendent is an exempt employee and not entitled to overtime or compensatory time off.

**4. QUALIFICATIONS**

The Assistant Superintendent warrants and represents that she currently possesses an administrative credential issued by the State of California, and that such credential has not been

suspended or revoked. Any suspension or revocation of such administrative credential shall constitute cause for termination of this Agreement.

## **5. SALARY**

The Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be two hundred twenty-nine thousand, seventy-six dollars and ten cents (\$229,076.10) payable in equal installments on the last day of each calendar month commencing July 1, 2024, which is Step 5 of the Assistant Superintendent Salary Schedule with the applicable longevity increase based upon at least 12 years of District employment. The Board reserves the right to increase the annual salary of the Assistant Superintendent at any time.

## **6. PROVISION REQUIRED BY GOVERNMENT CODE SECTIONS 53260-53264 and 53243-53244**

Regardless of the term of this Agreement or any other provision contained in it, Government Code section 53260 requires that every employment Agreement include a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary multiplied by the number of months remaining on the unexpired term of the contract. However, if the unexpired term of the contract is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by twelve (12). Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the Assistant Superintendent finds other employment, whichever occurs first. Again, however, if the unexpired term is greater than twelve (12) months, the maximum time for which the District may agree to continue health benefits paid for by the District shall be twelve (12) months.

Section 53260 notwithstanding, Government Code section 53260 prohibits the District from providing any cash or noncash settlement to the Assistant Superintendent if the District believes, and subsequently confirms, pursuant to an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices. The intent of this provision is only to satisfy the requirements in Government Code sections 53260 – 53264, and shall be interpreted consistently with these statutes. It should not be interpreted or applied to require the District to pay the Assistant Superintendent salary and/or benefits for twelve (12) months upon the termination of this Agreement.

In accordance with Government Code section 53243 *et seq.*, if the Assistant Superintendent is convicted of a crime involving the abuse of office or position, the Assistant Superintendent agrees that she shall fully reimburse the District for all of the following: (1) any paid leave salary paid by the District to the Assistant Superintendent pending an investigation; (2) any funds paid by the District for the legal criminal defense of the Assistant Superintendent; and (3) any cash settlement paid to the Assistant Superintendent related to the termination of the Assistant Superintendent's employment. This provision expressly does not oblige the District to make any of these payments. The intent of this provision is to satisfy the requirements in Government Code sections 53243-53244, and shall be interpreted consistently with these statutes.

## 7. BENEFITS, MEMBERSHIPS AND DUES

- A. Sick Leave The Assistant Superintendent shall be entitled to and accrue twelve (12) working days of sick leave during each twelve (12) month period of this Agreement. Such leave may be accumulated without limitation.
- B. Health and Welfare Benefits The Board shall provide at District expense employee and dependent coverage for the Assistant Superintendent pursuant to the terms of the District's health care provider for medical and dental insurance. However, the Assistant Superintendent shall make payment of health premiums in the same amount, and under the same terms and conditions, as certificated bargaining unit members. In addition, the Board shall pay the premiums for term life insurance payable to the designated beneficiary(ies) of the Assistant Superintendent in the amount of one hundred thousand dollars \$100,000.00 and a disability insurance policy insuring the Assistant Superintendent. The Assistant Superintendent shall be the owner of this disability insurance policy. The Assistant Superintendent shall also be entitled to any retiree health benefits to which certificated bargaining unit members or certificated managers are entitled and under the same terms and conditions.
- C. Vacation The Assistant Superintendent is a twelve-month certificated employee who is required to render competent full-time service during the term of this Agreement. The Assistant Superintendent shall be entitled to twenty-four (24) days paid vacation each year which shall be earned and accrued each month or pro rata part thereof that the Assistant Superintendent is in paid status with the District. Because the Board encourages the reasonable use of vacation for rest and recreation, vacation days shall accrue up to a maximum of twenty-four (24) days after which no more vacation days may be accrued without the prior approval of the Board. Upon termination or expiration of this Agreement, the Assistant Superintendent shall be entitled to compensation for all unused, earned and accrued vacation days, not to exceed twenty-four (24) days, at her then current daily rate of compensation or proration thereof.
- D. Longevity The Assistant Superintendent shall be eligible for longevity increases in accordance with the District's prevailing Assistant Superintendent Salary Schedule. Any such increase is subject to ratification by the Board in open session at a regularly scheduled board meeting.
- E. Memberships/Dues The Board also shall pay the annual dues of the Assistant Superintendent so that the Assistant Superintendent may maintain continuous membership in the Association of California School Administrators, Association for Supervision and Curriculum Development, and one additional state or local

professional organization which the Superintendent agrees to or requires that the Assistant Superintendent maintain membership for the term of this Agreement.

- F. Automobile and Mileage The Assistant Superintendent is required to possess and maintain an automobile for the performance of her duties. The Board shall, for the duration of this Agreement, pay to the Assistant Superintendent, in lieu of mileage reimbursement, five hundred dollars (\$500.00) per month. The Board shall also pay or reimburse the reasonable travel and other expenses pursuant to District policy for attendance at conferences, meetings or other events provided that for such events which take place outside the boundaries of San Diego County, such payment or reimbursement shall require the prior approval of the Board or the Superintendent if there is not time to procure full Board approval.
- G. Expenses The Board shall, for the duration of this Agreement, pay to the Assistant Superintendent, in lieu of reimbursement for expenses incurred, four hundred dollars (\$400.00) per month.
- H. Cellular Telephone The District shall provide to the Assistant Superintendent a cellular phone for District business, which shall be used in accordance with any Board Policy.
- I. Other Benefits The Assistant Superintendent, unless otherwise provided for in this Agreement, shall be entitled to all leaves of absence provided to certificated employees generally by law or by the Board except that the exercise of any leave entitlements shall not preclude the Board from terminating this Agreement for the reasons provided in Paragraph 10 of this Agreement.

## **8. DUTIES AND RESPONSIBILITIES**

- A. The Assistant Superintendent shall have charge of the duties and responsibilities of the Assistant Superintendent of Educational Services for the Lakeside Union School District under the direction of the Superintendent and Governing Board. These duties and responsibilities include, but are not limited to, those that may be granted or imposed upon her by law, those that may be assigned to her by the Board, those that may be assigned to her by the Superintendent, those that are set forth in the operative position description for Assistant Superintendent of Educational Services, and those that may be further described in the District's Board Policies and Administrative Regulations.
- B. In the performance of the duties required by this Agreement, the Assistant Superintendent shall adhere to State and Federal laws, and District and Board Policies and Regulations at the highest level of professional competence.
- C. The Assistant Superintendent shall devote her entire productive time, ability, and attention to the business of the Lakeside Union School District and shall be available twenty-four (24) hours a day for that purpose, except as otherwise provided below.
- D. The Assistant Superintendent is encouraged to engage in professional growth activities as long as they do not interfere with her normal duties, impair her effectiveness, or result in

a conflict of interest under state law. If the Assistant Superintendent will engage in outside professional activities during the work day, the Assistant Superintendent shall either schedule such activities for nonwork days or take vacation. This requirement to utilize nonwork days or vacation shall not apply to the possible infrequent occasion on which the Assistant Superintendent engages in such professional activities early in the morning, at lunch time or late in the day and still works a full workday for the District.

- E. In the event that the Superintendent is incapacitated or unavailable for duty, the Assistant Superintendent shall act as the chief executive officer of the District, shall act as Secretary to the Board, and shall have such powers and duties which are delegated to her or assigned to her by the Board.

## **9. PERFORMANCE EVALUATION**

- A. The Superintendent and the Assistant Superintendent acknowledge that the employment relationship between the Superintendent and the Assistant Superintendent is a special and important relationship. This relationship requires regular communication and feedback. The Superintendent may, on an as needed or as directed basis, informally evaluate the Assistant Superintendent. The Superintendent may evaluate the Assistant Superintendent in writing at any time and at least once each year.
- B. The Superintendent and the Assistant Superintendent shall meet to establish the Assistant Superintendent's goals and objectives annually. Said goals and objectives shall be reduced to writing, shall be prioritized, and shall be based upon the duties and responsibilities set forth in this Agreement, and any other criteria mutually agreed upon by the parties or established by the Superintendent. Such personal goals and objectives shall be confidential and become a part of the Assistant Superintendent's evaluation in her official personnel file.
- C. Prior to June 30 of each year under this Agreement, the Superintendent shall evaluate the performance of the Assistant Superintendent and the working relationship between the Assistant Superintendent and Superintendent according to a format determined by the Superintendent with input from the Assistant Superintendent. The Superintendent shall state in writing whether the overall performance of the Assistant Superintendent does not meet expectations, meets expectations, exceeds expectations, or greatly exceeds expectations.
- D. If the overall determination is that the Assistant Superintendent's performance does not meet expectations, the Superintendent will provide the Assistant Superintendent with written recommendations as to the areas needing improvement. The Superintendent will provide the Assistant Superintendent with a copy of the evaluation not later than June 30 of the year in which evaluated and shall meet with the Assistant Superintendent to discuss the evaluation before July 30<sup>th</sup> of that year. The evaluation shall be reviewed by the Governing Board and placed in the Assistant Superintendent's official personnel file.
- E. Failure by the Superintendent to evaluate or timely evaluate the Assistant Superintendent shall not preclude the Governing Board from exercising any provision of this Agreement.

## 10. TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by: (1) mutual consent at any time, (2) at any time for the convenience of the Board, (3) by non-renewal by the Board, (4) by the Board for breach of this Agreement, (5) by the Board for cause, which shall include, but not be limited to, failure to perform in a satisfactory manner, and/or any cause provided in Education Code sections 44932 or 44933, (6) by the Board because of continuing disability of the Assistant Superintendent, or (7) by resignation of the Assistant Superintendent upon ninety (90) days prior written notice to the Board. "Breach" shall be defined as any violation by the Assistant Superintendent of a material term of this Agreement. If this Agreement is terminated for any reason contained in this subparagraph 10.A, except continuing disability or convenience of the Board, the Board shall have no obligation to continue to compensate the Superintendent under this Agreement.
- B. In the event of a proposed termination of this Agreement for breach or for cause, the Board shall give at least thirty (30) days prior written notice to the Assistant Superintendent which shall contain a reasonably detailed statement of the charges which shall constitute cause or breach of a material term of this Agreement. The Assistant Superintendent shall be given the right to respond orally or in writing to the Board and the right to request an informal hearing before the Board. The Assistant Superintendent must request an informal hearing before the Board within five (5) calendar days after receiving the written notice from the Board. The informal hearing shall be held in closed session unless the Assistant Superintendent requests that the hearing be held in an open session at the time the Assistant Superintendent requests the informal hearing. The hearing before the Board shall be conducted by the Board and shall not be a formal evidentiary hearing. The Assistant Superintendent shall be provided an opportunity to respond to the statement of charges and to present any documents or affidavits necessary. The Assistant Superintendent may be represented by legal counsel at her own expense and must notify the Board at least ten (10) days prior to the informal hearing that she will be represented by legal counsel. The Board shall render a final decision within forty-five (45) calendar days following the hearing.
- C. The Board within its discretion may terminate this Agreement without cause at any time upon written notice to the Assistant Superintendent. If such notice is given, the Board shall pay to the Assistant Superintendent a lump sum payment within thirty (30) days of the Assistant Superintendent's last day of employment with the District an amount equal to: (i) the salary of the remainder of the term of this Agreement, or any extension thereof; or (ii) an amount equal to the monthly salary of the Assistant Superintendent multiplied by twelve (12) months, whichever amount is lesser. The calculation for purposes of the lump-sum payment shall be based upon the rate of salary in effect on the last day of the Assistant Superintendent's employment with the District. Upon termination of this Agreement without cause, the District shall continue to pay the Assistant Superintendent's health benefits for the remainder of this Agreement, or any extension thereof, not to exceed twelve (12) months, or until the Assistant Superintendent finds other public employment, whichever occurs first. This provision is intended to comply

with the requirements governing maximum cash settlement as set forth in Government Code sections 53260, et seq. The Board and the Assistant Superintendent agree that the payment provided under this Paragraph 10.C shall constitute the exclusive and sole remedy of any kind for any termination of her employment and the Assistant Superintendent agrees and covenants not to assert or pursue any other remedies of any kind, whether they be administrative, at law or in equity, with respect to any termination of her employment. Specifically, upon acceptance of payment under 10.C, the Assistant Superintendent agrees to waive and release the District from any claims and/or causes of action against the District or Board in any way related to her employment by the Board, including but not limited to claims or actions under this Agreement.

- D. In the event of a proposed termination of this Agreement because of the continuing disability of the Assistant Superintendent, the Board shall give at least thirty (30) days prior written notice to the Assistant Superintendent. No such notice shall be sent unless the Assistant Superintendent is determined to be unable to perform the essential duties of her position with or without reasonable accommodation. The Assistant Superintendent shall be given a reasonable opportunity to be heard in the way of any explanation or defense before any final decision or the proposed termination of this Agreement is made on the basis of continuing disability.

## **11. NOTIFICATION OF OTHER EMPLOYMENT**

The Assistant Superintendent shall notify the Board in writing a minimum of forty-five (45) days prior to accepting other employment or resigning from the District. The Assistant Superintendent shall also notify the Board in writing within two (2) days of her becoming aware that she has been selected as a finalist for a full-time position with another public or private employer.

## **12. LEGAL DEFENSE**

To the extent required by Government Code sections 825 et seq., and 995 et seq., and subject to the requirements of those sections and other applicable legal requirements, the District shall defend and indemnify the Assistant Superintendent from all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent because of acts or omissions within the scope of the Assistant Superintendent's employment with the District. The terms of this Paragraph 12 shall survive termination of this Agreement.

## **13. MISCELLANEOUS PROVISIONS**

- A. This Agreement is subject to the applicable laws of the State of California and to the rules and regulations of the State Board of Education.
- B. This Agreement is the sole and only agreement between the Parties and supersedes any prior oral understandings or written agreements.
- C. This Agreement can be changed or modified at any time, but only by a written document signed by both Parties, except that the Board reserves the right to increase the Assistant Superintendent's salary at any time.

- D. If any term or provision of this Agreement is determined to be illegal by a court of competent jurisdiction, then such term or provision shall be severed from this Agreement, and the remaining terms and provisions shall be in full force and effect.
- E. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.
- F. This Agreement may be executed by facsimile signature, PDF, and in one or more counterparts, each of which shall be deemed to be an original, and which shall together constitute one and the same document.

**14. RATIFICATION**

The Assistant Superintendent and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.

\_\_\_\_\_  
NATALIE WINSPEAR, Ed.D.  
Assistant Superintendent

\_\_\_\_\_  
ANDREW HAYES  
President of the Governing Board

Date: \_\_\_\_\_

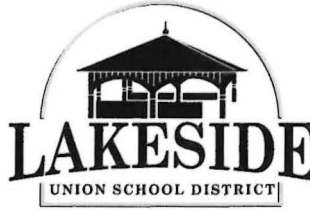
Date: \_\_\_\_\_

Ratified in an open session of the Governing Board on: \_\_\_\_\_



Administration:

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



Board of Trustees:

JIM BENNETT  
AUTUMN ELLENSON  
ANDREW HAYES  
LARA HOEFER MOIR  
RON KASPER

*Minutes of the Regular Meeting of the Board of Trustees*

July 11, 2024  
District Administration Center

- |  |  |
|--|--|
| <p>A. The regular meeting of the Lakeside Union School District Board of Trustees was called to order at 4:00 p.m. by Andrew Hayes, Board President, with the following members present: Lara Hoefer Moir, Vice President; Jim Bennett, Clerk; and Ron Kasper, Member. Also in attendance were Dr. Rhonda Taylor, Superintendent; and Lisa Davis, Assistant Superintendent. Rachel Camarero was present to record the minutes. Member Autumn Ellenson and Dr. Natalie Winspear, Assistant Superintendent, were absent</p>  | <p>Call to Order</p>   |
| <p>B. There were no requests to speak to the Board prior to closed session.</p>  | <p>Public<br/>Comments</p>   |
| <p>C. At 4:00 p.m., the Governing Board moved to closed session to discuss the following: 1) Conference with Agency Negotiator, Dr. Rhonda Taylor, regarding unrepresented employees: Assistant Superintendent, Education Services; Assistant Superintendent, Business Services; and Assistant Superintendent, Human Resources, pursuant to Government Code §54957.6; 2) Conference with Legal Counsel - Existing Litigations - (paragraph (1) of subdivision (D)) of Government Code §54956.9 (CSEA Grievance) and 3) Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.</p> | <p>Closed Session</p>  |
| <p>D. The Board reconvened at 4:30 p.m. President Hayes welcomed visitors and reported closed session would continue after the close of the public meeting.</p> <p>President Hayes led the pledge of allegiance.</p>   | <p>Reconvene<br/>Welcome<br/>Visitors</p> <p>Flag Salute</p>         |
| <p>E. Clerk Bennett had no formal report.</p> <p>Member Kasper had no formal report.</p> <p>Vice-President Hofer-Moir had no formal report.</p> <p>President Hayes mentioned that the District had great interviews this week for the Riverview/Winter Gardens Principal position.</p>   | <p>Trustee Reports<br/>and Comments</p>                              |
| <p>F. There were no requests to speak to the Board.</p>  | <p>Public<br/>Comments</p>   |
| <p>G. <u>PRESENTATION</u><br/>Lisa Davis presented on the Arts, Music, Instruction Block Grant, noting the purpose of the funds may include professional development, operational costs, Covid-related costs, and improving student climate. Ms. Davis presented the spending so far and the remaining amounts for 2024/25 and 2025/26 school years.</p>   | <p>Arts, Music,<br/>Instruction<br/>Block Grant<br/>Presentation</p> |

<p>H. <u>It was moved by</u> Vice President Hofer Moir and seconded by Member Kasper to designate all Items of Business to the consent agenda with the exception of Item 5.6. The motion carried 4:0 to designate Items of Business 2.1, 2.2, 3.1, 4.1, 5.1, 5.2, 5.3, 5.4, 5.5, 5.7, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, and 6.7 to the consent agenda.</p>	Consent Agenda
<p>1.1 <u>It was moved by</u> Vice President Hofer Moir and seconded by Clerk Bennett to adopt the following items of business:</p>	Items of Business
<p>1.2 There was no discussion on items.</p>	Discussion
<p><u>SUPERINTENDENT</u></p>	
<p>2.1 A motion to adopt the minutes of the regular board meeting of June 13, 2024, and June 20, 2024, and the special board meeting of June 7, 2024.</p>	Adopt Minutes
<p>2.2 A motion to adopt the revised 2024-2025 calendar to include adding the two middle schools to “At Promise Conferences”/Minimum Days on March 13-14, 2025.</p>	Adopt Calendar
<p><u>HUMAN RESOURCES</u></p>	
<p>3.1 A motion to approve/ratify Personnel Assignment Order 2025-01.</p>	Adopt PAO
<p><u>EDUCATION SERVICES</u></p>	
<p>4.1 A motion to dispose of the obsolete Social-Science curriculum.</p>	Approve Disposal
<p><u>BUSINESS SERVICES</u></p>	
<p>5.1 A motion to approve the following monthly business reports: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; D) Purchase Card Expenditures and E) PTA Donation Summary.</p>	Approve Monthly Reports
<p>5.2 A motion to approve the Side Letter between the District and Lakeside Teachers Association regarding elected union officer release time.</p>	Approve LTA Side Letter
<p>5.3 A motion to approve the Addendum to the Memorandum of Understanding between the District and Barona Indian Charter School to extend the term to June 30, 2025.</p>	Approve BICS Addendum
<p>5.4 A motion to approve the out-of-state travel for Audrey Lent to attend the CASE AgX conference in Tennessee July 9-12, 2024, at the approximate cost of \$1,510.</p>	Approve Out of State Travel
<p>5.5 A motion to approve the quarterly Donors Choose Report.</p>	Approve Donors Choose Report
<p>5.7 A motion to approve the following contracts for the 2024-2025 school year: Total Vision Care (SPED), Impact Canine Solutions (Pupil Services), San Diego County Office of Education-Science Outreach Program (Education Services), Kirk Paving, Inc (Maintenance), San Diego Therapy Center (SPED), Consulting and Inspection Services (Lakeview) (Maintenance), Consulting and Inspection Services (Lakeside Farms) (Maintenance), Currier &amp; Hudson (Superintendent), Inclusive Leadership and Equity Consultants (Addendum to 2023-24 agreement) (SPED), New Mediscan II/Cross Country Education (SPED), 3 Chords/Epic (SPED).</p>	Approve Contracts

BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND/OR EXHIBITS RELATED TO THE PARENT BILL OF RIGHTS

6.1	A motion to adopt Board Policy, Administrative Regulation and Exhibit 5145.7: Sexual Harassment.	Adopt BP/AR/E 5145.7
6.2	A motion to adopt Board Policy and Administrative Regulation 6020: Parent Involvement.	Adopt BP/AR 6020
6.3	A motion to adopt Board Policy and Administrative Regulation 6141: Curriculum.	Adopt BP/AR 6141
6.4	A motion to adopt Board Policy and Administrative Regulation and Exhibit 6161.1: Selection and Evaluation of Instructional Materials.	Adopt BP/ARE 6161.1
6.5	A motion to adopt Board Policy 6144: Controversial Issues.	Adopt BP 6144
6.6	A motion to adopt Board Policy and Administrative Regulation 6179: Supplemental Instruction.	Adopt BP/AR 6179
6.7	A motion to adopt Board Policy 6190: Evaluation of the Instructional Program.	Adopt BP 6190
Motion carried unanimously 4:0:1 ( <u>Ayes</u> : Bennett, Hayes, Hoefer Moir, Kasper; <u>Absent</u> : Ellenson).		
5.6	It was moved by Clerk Bennett and seconded by Vice President Hoefer Moir to approve the donation of shop equipment to Lakeside Middle School from the Mahogany Shop, Inc, at an approximate value of \$3,000. Clerk Bennett thanked the Mahogany shop for their generous donation. Motion carried 4:0:1 ( <u>Ayes</u> : Bennett, Hayes, Hoefer Moir, Kasper; <u>Absent</u> : Ellenson).	Adopt Donation to Lakeside Middle School
I.	<ol style="list-style-type: none"> <li>1. There were no comments on the Enrollment Reports for Months 10 and 11 from April 29, 2024-June 12, 2024.</li> <li>2. Legislative updates:           <ol style="list-style-type: none"> <li>A. President Hayes commented on the State proposal to ban cell phones in schools, stating that it would be helpful to hear from staff and stakeholders in our community through a survey. President Hayes proposed bringing a survey to the next board meeting before sending it to staff this fall. Dr. Taylor said she would like to have teacher input on the survey.</li> </ol> </li> </ol>	Enrollment Report Leg Updates
J.	<ol style="list-style-type: none"> <li>1A. Kerry Strong, LTA President, was not present</li> <li>1B. David Myers, CSEA President, was not present.</li> <li>2A. Lisa Davis, Assistant Superintendent, commented that the Business Department was busy closing the books.</li> <li>2C. Dr. Rhonda Taylor, Superintendent, commented that this was Rachel Camarero's first solo meeting.</li> </ol>	LTA President CSEA President Assistant Superintendent Lisa Davis Superintendent Dr. Taylor
K.	President Hayes asked if there was any further business to come before the board. There being none, the president declared the board move back to closed session at 4:45 p.m.	Move to Closed Session

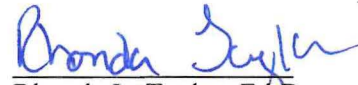
Lakeside Union School District  
Board of Trustees Regular Meeting  
July 11, 2024

The board reconvened from closed session at 6:02 p.m. President Hayes reported on closed session items as follows:

1. No action was taken on Conference with Agency Negotiator, Dr. Rhonda Taylor, regarding unrepresented employees: Assistant Superintendent, Education Services; Assistant Superintendent, Business Services; and Assistant Superintendent, Human Resources, pursuant to Government Code §54957.6
2. No action was taken on Conference with Legal Counsel - Existing Litigations- (paragraph (1) of subdivision (D)) of Government Code §54956.9 (CSEA Grievance).
3. No action was taken on Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.

President Hayes adjourned the regular board meeting at 6:03 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:** August 8, 2024

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**Agenda Item:**

Approval/Ratification of Personnel Assignment Order 2025-02

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

Approval/Ratification of Personnel Assignment Order 2025-02

**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> <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> <b>Adoption</b>      |  |

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**Originating Department/School:** Human Resources

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
**Dr. Rhonda Taylor, Superintendent**

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

**LAKESIDE UNION SCHOOL DISTRICT**  
**BOARD OF TRUSTEES BOARD MEETING, August 8, 2024**  
**Personnel Assignment Order – 2025-02**

**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
Macky, Connor	Teacher/LMS	D/1	\$58,750	8/14/2024
Tong, David	Teacher/LP	D/4	\$66,974	8/14/2024
Gobiecki, Sandra	Teacher/LV	F/3	\$70,409	8/14/2024
Brewer, Hannah	Teacher/LP	E/2	\$65,080	8/14/2024
Gideon, Monica	RSP Teacher/LV	F/16	\$106,645	8/14/2024
Barber, Ashley	SLP/LC	E-13	\$95,817	8/14/2024
Baca, Shelley	RSP Teacher/LC	F/16	\$106,645	8/14/2024
Cooper, Daneida	RSP Teacher/LC	F/16	\$106,645	8/14/2024
Orvin, Catherine	Teacher/LP	C/2	\$58,750	8/14/2024
Fortin, Richard	Teacher/LMS	F/16	\$106,645	8/14/2024
Tait, Serena	Teacher/LC	B/1	\$58,750	8/14/2024
Mikulanis-Brown, Michelle	Teacher/DREAM	D/12	\$88,217	8/14/2024
Guzman, Rocio	Teacher/Riverview	A/1	\$58,750	8/14/2024
Hitchcock, Dina	Teacher/LV	D/9	\$80,252	8/14/2024
Lowry, Autumn	Psychologist/LF	E/6	\$76,213	8/14/2024
Canton, Lacy	Mental Health Clinician	E/1	\$58,750	8/14/2024
Coleman, Davonna	SLP/LEAPP	F/16	\$106,645	8/14/2024
Pepe, Geneva	SDC TEACHER/LP	A/1	\$58,750	8/14/2024
Wren, Edwards	SDC Teacher/LC	A/1	\$58,750	8/14/2024
Taygon, Yuan	LLM Teacher/LF	F/10	\$91,923	8/14/2024

**B. Reclassification/Location:**

Employee	Assignment	Effective Date

**C. Unpaid Leave of absence:**

Employee	Assignment/Location	Reason	Recommendation	Effective Date

**D. New Hire Certificated Management:**

Employee	Assignment/Location	Range/Step	Effective Date
Ballarin, Robin	Assistant Superintendent of HR/Human Resources	82/5	8/12/2024

**E. LAO:**

Employee	Location	Position	Reason	Effective Date

F. Reduction of FTE:

Employee	Location	Position	Effective Date	Recommendation
Bender, Amanda	LV	Teacher 51% FTE	8/14/2024	Yes

G. Resignation:

Employee	Assignment/Location	Reason	Effective Date
Suarez, Melina	Psychologist/DREAM	Personal	7/31/2024

H. Retirement:

Employee	Assignment/Location	Effective Date

## Classified Staff

### I. New Hire:

Employee	Location	Position/Class/Step	New Monthly Salary	Effective Date
Cossano, Tanya	Riverview	Child Nutrition Assistant	Range 8 Step 7	8/19/2024
Dwyer, Amber	District	Behavior Intervention Assist	Range 17 Step 7	8/19/2024
Harmon, Tomi	LEAP	Instructional Assist - II-SPED	Range 12 Step 3	8/19/2024
Lester, Ragen	LP	Campus Supervisor	Range 8 Step 1	8/19/2024
Milnick, Tresa	Transportation	School Bus Driver	Range 23 Step 3	8/5/2024
Pitula, Serena	District	LVN	Range 23 Step 7	8/19/2024
Sahel, Pernell	District	Social Service Coordinator	Range 38 Step 7	8/19/2024
Schutt, Marissa	LEAP	IA-Preschool	Range 9 Step 3	8/19/2024

### J. Change of Status/Location:

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

### K. Management Position:

Employee	Location	Position/Range/Step	Effective Date

### L. Resignation/Termination:

Employee	Location	Position	Reason	Effective Date
Allen, Jody	Lakeside Farms	IA	N/A	8/1/2024
Blejski, Carolina	Riverview	Campus Supervisor	N/A	8/1/2024
Castanos, Megan	ESS	Child Dev Assistant	N/A	8/1/2024
Harvey, Amber	Lakeside Farms	IA-II-SPED	Employment	8/1/2024
Leyva, Paola	Lemon Crest	IA-III-Sped	N/A	8/1/2024
Massey, Michael	Lindo Park	IA-III-Sped	N/A	8/5/2024
Tait, Serena	ESS	Child Dev Assistant	Going to be a teacher for LUSD	7/13/2024
Williams, Aaron	Lemon Crest	Custodian - Night	N/A	8/1/2024
Winsor, Anastasia	LF	ESS Site Health Tech	N/A	8/1/2024
Zych, Joseph	ESS	Child Dev Assistant	N/A	8/1/2024

### M. 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: August 8, 2024**

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**Agenda Item:**

Declaration of Needs for Fully Qualified Educators

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

The District is in need of highly-qualified teachers with CLAD, BCLAD, limited assignment, short term staff permits for the 2024-2025 school year and a declaration form is necessary for the Commission of Teacher Credentialing.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

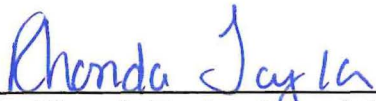
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|--|---|
| <input type="checkbox"/> Informational       | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion          | <input type="checkbox"/> Ratification     |
| <input checked="" type="checkbox"/> Approval | <input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

  
\_\_\_\_\_  
**Dr. Rhonda Taylor, Superintendent**

  
\_\_\_\_\_  
**Dr. Rhonda Taylor, Superintendent**



State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 651 Bannon Street, Suite 601  
 Sacramento, CA 95811

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2024-2025

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Lakeside Union School District District CDS Code: 037

Name of County: San Diego County CDS Code: 067

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 8/8/2024 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2025.

Submitted by (Superintendent, Board Secretary, or Designee):

Rhonda Taylor, Ed. D. Superintendent

*Name*

*Signature*

*Title*

(619)390-2661

(619)390-2618

08/08/2024

*Fax Number*

*Telephone Number*

*Date*

12335 Woodside Ave., Lakeside CA 92040

*Mailing Address*

rtaylor@lsusd.net

*EMail Address*

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Rhonda Taylor, Ed. D.

*Rhonda Taylor*

Superintendent

Name

Signature

Title

(619)390-2661

(619)390-2618

08/08/2024

Fax Number

Telephone Number

Date

12335 Woodside Ave., Lakeside CA 92040

Mailing Address

rtaylor@lsusd.net

EMail Address

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	15
Bilingual Authorization (applicant already holds teaching credential)	10
List target language(s) for bilingual authorization: <u>Spanish and Mandarin</u>	
Resource Specialist	5
Teacher Librarian Services	1
Emergency Transitional Kindergarten (ETK)	2

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	10
Single Subject	38
Special Education	17
TOTAL	65

**Authorizations for Single Subject Limited Assignment Permits**

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture	2	Mathematics	3
Art	1	Music	1
Business	0	Physical Education	3
Dance	1	Science: Biological Sciences	2
English	3	Science: Chemistry	2
Foundational-Level Math	4	Science: Geoscience	2
Foundational-Level Science	3	Science: Physics	2
Health	1	Social Science	2
Home Economics	1	Theater	2
Industrial & Technology Education	1	World Languages (specify)	2

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program?  Yes  No

If yes, how many interns do you expect to have this year? 15

If yes, list each college or university with which you participate in an internship program.

University of Phoenix, Grand Canyon University, National University, San Diego County Office of Education, Baylor University, Point Loma University.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If no, explain why you do not participate in an internship program.  
\_\_\_\_\_  
\_\_\_\_\_

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date: August 8, 2024**

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**Agenda Item:**

Memorandum of Understanding with High Tech High

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

This partnership extends the resources of HTH's Intern Program in order that Participating Teachers may obtain a California teaching credential.

**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:**

  
\_\_\_\_\_

**Principal/Department Head Signature**

  
\_\_\_\_\_

**Dr. Rhonda Taylor, Superintendent**



## HTH Memorandum of Understanding (District Intern)

### SECTION 1

#### AUTHORITY AND SCOPE

**PARTIES** Effective July 1, 2024, this MOU establishes a partnership between High Tech High ("HTH") and ("Employer") a CA K12 public school.

**INTRODUCTION** High Tech High (HTH) is a Charter School Organization operating sixteen schools in San Diego County. The HTH District Intern teacher credentialing program ("Intern Program") is accredited by the Commission on Teacher Credentialing (CTC) to prepare new teachers ("Participating Teachers") for a Single Subject, Multiple Subjects or Education Specialist (Mild/Moderate) teaching credential.

**PURPOSE** This partnership extends the resources of HTH's Intern Program in order that Participating Teachers may obtain a California teaching credential. Employer benefits from access to the Intern Program in several ways, including an increased percentage of teachers who comply with state and federal standards and the ability to offer new teachers an innovative credentialing program. HTH and Employer enter into this Memorandum of Understanding to support Participating Teachers in the Intern Program. Accordingly, HTH and Employer operating under this MOU, agree as follows:

### SECTION 2

#### PROGRAM OVERVIEW

#### ADMISSIONS POLICY

Applicants may be "conditionally" admitted if all eligibility requirements have been met, with only CSET passage pending. Conditional admission allows participants to enroll in the summer term only. CSET must be passed by the start of the Fall term in order to be "officially" admitted.

#### PROGRAM FEE

Pre-Service Summer Coursework Fee \$975; Technology Fee \$25 (Total \$1000 One-Time Pre-Service fee)

1. Intern participants are required to have 120 hours of instruction prior to being admitted into the HTH District Intern Program.
2. This instruction includes foundational preparation in general pedagogy prior to the start of the program of study.
3. Completion of prerequisite coursework does not guarantee admission into the Intern program but is mandatory for enrollment.
4. Participating Teachers are responsible for paying the Pre-Service fee.

Program Fee \$4,000/per year plus \$100 One-Time Book Fee

1. Participating Teachers are responsible for paying the annual program fee.
2. Payment may be made on a monthly basis, quarterly, or annual basis.
3. Full payment for each year must be received by end of each program year **June 30<sup>th</sup>**.

Delinquent Fees: Until full payment is received

1. First-year Participating Teachers will be suspended from the program.
2. Second-year Participating Teachers will not be recommended for their preliminary credentials.



### SECTION 3

#### SUPPORT AND SUPERVISION

##### PROGRAM RESPONSIBILITIES

The High Tech High District Intern Program will:

1. Enroll and advise qualified participants in the Intern Program as Participating Teachers.
2. Provide credential analyst services to Participating Teachers.
3. Provide 120 hours of Preservice coursework instruction prior to the beginning of school, which includes 45 hours of specialized English Learner instruction.
4. Provide orientation and training to Mentors who are selected to observe and support Participating Teachers.
5. Offer all coursework either at its San Diego, Point Loma campus or virtually, if necessary due to Covid-19.
6. Communicate with the Mentor about the performance of the Participating Teacher as appropriate and provide additional support when the Director determines it is needed.
7. Provide Intern Program quality and compliance evaluations of Participating Teachers.
8. Award Participating Teachers transcript credit for all completed courses.
9. Recommend Participating Teachers to the California Commission on Teacher Credentialing for their District Intern Credential once all of the following program prerequisites are on file:
  - a. Official Transcripts verifying a conferred undergraduate degree
  - b. LiveScan Fingerprints on file with the CTC and valid Certificate of Clearance
  - c. Proof of meeting U.S. Constitution requirement by course or exam
  - d. Proof of meeting a Basic Skills Assessment (e.g. CBEST)
  - e. Proof of meeting Subject Matter Competency (e.g. CSET)
  - f. Proof of meeting RICA for all Multiple Subjects and Education Specialist Participating Teachers
  - g. All Participating Teachers must pass the Teaching Performance Assessment (TPA) prior to completion of the program.

##### EMPLOYER RESPONSIBILITIES

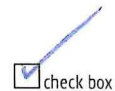
The Employer will:

1. **Provide a Mentor** to support each Participating Teacher who possesses the following minimum qualifications:
  - a. Three or more years of successful teaching experience.
  - b. Hold a Clear or Life credential with a CLAD designation or embedded EL authorization.
  - c. Current knowledge in the content they teach and understand the context of public schooling.
  - d. Knowledgeable about diverse abilities, cultural, language, ethnic, and gender diversity.
  - e. Knowledgeable about academic standards (Common Core of learning and Next Generation Science standards), frameworks, and accountability systems that drive the curriculum of public schools.
  - f. **NOTE:** The Program requires 12 mentor observations. The Employer may need to coordinate release time to accommodate these activities.
2. **Be a Qualified Administrator:** Administrators must hold a valid California Administrative credential or provide an explanation of why they are otherwise qualified administrators.

**Please indicate your administrator's status below:**

- The administrator at this school site holds a valid California Administrative credential
- OR

- The administrator is otherwise qualified because: \_\_\_\_\_



3. **Provide a diversity of experience across age ranges:** Multiple Subjects candidates and Ed Specialists candidates will need to experience a diversity of age ranges. During two six-week periods in the school year, candidates will be asked to work with case study students outside of their classrooms/caseloads. Release time may be needed to accommodate these activities.
4. **Provide Teaching Performance Assessment (TPA) Support:** All Participating Teachers must pass the Teacher Performance Assessment (TPA) prior to completion of the program. This requires that they are provided time and allowance to video tape two CAL TPA cycles within their placement.

#### MENTOR RESPONSIBILITIES

The assigned Mentor will:

1. Meet with the participating teacher weekly (min. 35 hrs) and report the content.
2. Conduct 12 formal observations and report the content.
3. Serve as the point of contact for the HTH Program and must attend HTH Mentor training and Presentations of Learning (POLs).
4. Model best professional practices in teaching and learning, scholarship, and service.
5. Provide support focused on knowledge, skills, and abilities related to supporting English learners and students with disabilities in the classroom and school environment. This includes assisting with planning lessons that are appropriately designed and differentiated for English learners, and students with disabilities, assessing language needs and progress, and supporting language accessible instruction through in-classroom modeling and coaching.
6. Provide sufficient resources to Participating Teachers, including the identification of protected time for employer-provided support to mentor to work with intern within the school day including clearly defined expectations for type/frequency of support.
7. Emphasize the importance of the Intern Program to all Participating Teachers and mentors and support their efforts to complete the program within the two-year timeframe.
8. Ensure Participating Teachers attend and document professional development on their own campus in addition to the HTH District Intern Program.
9. Provide a minimum of 144 hours of support/mentoring and supervision to each Participating Teacher including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
10. **NOTE:** HTH does not pay a mentor stipend or provide any other compensation to partner schools.

#### SECTION 4

##### GENERAL PROVISIONS

##### PRIVACY

HTH understands that the educational record of the Participating Teacher, employed by the listed Employer, is protected by FERPA. As a result of this Agreement, the Employer is considered a school official with a legitimate educational interest in determining the professional responsibility of the Participating Teacher. HTH agrees to protect the privacy of educational records concerning any Participating Teacher and will not transmit, share or disclose any such records without the Participating Teacher's written consent, except to other school officials who have a legitimate educational interest in the records.

##### COMMUNICATION

One person from each organization serves as the official contact for that organization and coordinates the process of carrying out this MOU.

HTH Contact/Title: Cecilia Nevarez, Credential Analyst

Email: [credentialing@hightechhigh.org](mailto:credentialing@hightechhigh.org)

(Please fill in the following information):

Partner Contact Name/Title: Lisa Davis, Assistant Superintendent Business

Email: lisadavis@lsusd.net

**TERM**

The term of this MOU is three (3) years from the effective date of this agreement and may be extended upon a written mutual agreement. It shall be reviewed annually to ensure that it is fulfilling its purpose and to make any necessary revisions. Either organization may terminate this MOU upon thirty (30) days' written notice without penalties or liabilities. Should your school no longer employ the Participating Teacher, written notification must be provided to HTH within ten (10) days. The Participating Teacher will have sixty (60) days to secure appropriate employment to remain eligible to participate in the Intern Program.

**NONDISPLACEMENT OF CERTIFICATED EMPLOYEES**

HTH Teacher Center and its affiliated schools certify that Interns do not displace certificated employees in the participating districts.

**AUTHORIZATION** The signing of this MOU is not a formal undertaking. It implies that the signatories, to the best of their ability, will strive to reach the objectives stated in this MOU. On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

(Please fill in the following information):

**District/Charter Representative:**

Contact/Title:

Lisa Davis, Assistant Superintendent Business

Organization/Address:

Lakeside Union School District / 12335 Woodside Avenue, Lakeside, CA 92040

Email:

lisadavis@lsusd.net

Date:

7/11/2024

Signature:

DocuSigned by:  
Lisa Davis  
RF EF 1A562372401

**District Intern Program:**

Contact/Title: Sarah Barnes-Shulman, Director of Intern and Induction Programs

Organization/Address: High Tech High Charter Teacher Center, 2150 Cushing Road, San Diego, CA 92106

Email: [sbarnes@hightechhigh.org](mailto:sbarnes@hightechhigh.org)

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date: August 8, 2024**

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**Agenda Item:**

Memorandum of Understanding with Point Loma Nazarene University

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

To provide students of Point Loma Nazarene University clinical practice 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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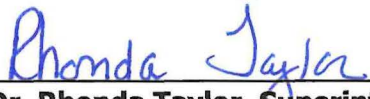
**Originating Department/School:** Human Resources

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

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**Department Head Signature**

  
**Dr. Rhonda Taylor, Superintendent**



**CLINICAL EXPERIENCE AGREEMENT  
BETWEEN  
POINT LOMA NAZARENE UNIVERSITY  
and  
LAKESIDE UNION SCHOOL DISTRICT**

THIS CLINICAL EXPERIENCE AGREEMENT is executed and entered into by and between POINT LOMA NAZARENE UNIVERSITY (“University”) and Lakeside Union School District (the “Clinical Site”).

**RECITALS**

WHEREAS, the University is a California non-profit institution of higher education, and is currently engaged in the education of students interested in health care and related fields; and

WHEREAS, the University desires its students to obtain a clinical learning experience (“Clinical Experience”) from the Clinical Site; and

WHEREAS, the Clinical Site operates a facility or facilities at which it is willing to provide a Clinical Experience to certain University’s students enrolled in its Occupational Therapy (collectively referred to as “Students”); and

NOW THEREFORE, IT IS MUTUALLY AGREED by and between the University and the Clinical Site as follows:

**A. Term:**

1. The Initial Term of this Agreement shall begin on **August 9<sup>th</sup>, 2024**, and end on **August 8<sup>th</sup>, 2029**.

**B. Termination.**

1. This Agreement may be terminated by either party if the other party materially breaches this Agreement and such breach remains uncured for 30 days after the breaching party receives written notice from the non-breaching party that describes in reasonable detail the nature of such breach.
2. Either party may terminate this Agreement for any reason or no reason upon providing the other party at least 180 days’ prior written notice of termination.
3. Notwithstanding anything to the contrary in this Agreement, the parties agree that any termination of this Agreement will not take effect with respect to any Students who are currently participating in Clinical Experiences at the Clinical Site until

such time as such Students have completed their Clinical Experiences for the semester or instructional period of their placement.

**C. University Agrees:**

1. To assume full responsibility for the planning and implementation of the academic program in which Students are enrolled. University will also be responsible for selecting and evaluating its Students who are assigned to the Clinical Site.
2. To be responsible for the coordination of student schedules and assignments in cooperation with the designated Clinical Site personnel.
3. To designate a representative as a coordinator to liaise with a Clinical Site representative to coordinate and implement Students' schedules and other activities for their Clinical Experience at the Clinical Site. University's coordinator will also work with Clinical Site's representative to inform Clinical Site about certain educational objectives of the program that the parties will mutually implement as part of the Clinical Experience at the Clinical Site. University will also notify Clinical Site if it designates a new or replacement coordinator.
4. To ensure that the Students have completed the necessary didactic portion of their academic curriculum to prepare them for their Clinical Experience at the Clinical Site and are in good academic standing. University is also responsible for confirming that Students have completed all industry-standard background checks, drug screens and immunizations/vaccinations prior to their Clinical Experience at the Clinical Site.
5. To provide preemptive guidance for Students assigned to the Clinical Site for a Clinical Experience. Prior to a Student beginning a Clinical Experience, University faculty or the University coordinator will be responsible for communicating and working with appropriate personnel at the Clinical Site to interpret the goal for the Student's Clinical Experience and to gain understanding of the Clinical Site's practices and requirements of the Students.
6. To be responsible for identifying one or more licensed personnel who have clinical privileges at the Clinical Site and who have agreed to serve as preceptors to instruct and supervise the Students during their Clinical Experience at the Clinical Site ("Preceptors"). University will provide the names of the identified Preceptors to Clinical Site. University and Clinical Site will mutually approve the final Preceptors who will train and supervise the Students at the Clinical Site.
7. To ensure that each Student is covered by their own health insurance prior to their Clinical Experience at the Clinical Site.

8. To ensure Students successfully complete instruction regarding blood borne pathogens and universal precautions, if necessary, prior to beginning their Clinical Experience and that they comply with Occupational Safety and Health Administration regulations.
9. Upon Clinical Site's request, to require Students assigned to the Clinical Site to wear or display nametags or other identification as Students as mutually agreed with Clinical Site so that Clinical Site staff and patients and/or clients are aware of the relationship between the Students and Clinical Site.
10. To maintain written records and reports of each Student's Clinical Experience at the Clinical Site.
11. To comply with all applicable Federal, State, and local laws, rules, and regulations regarding its performance under this Agreement, as well as its accreditation requirements. University will notify Clinical Site in writing of any change to its relevant program's accreditation status.
12. That Students shall be responsible for arranging their own transportation to and from the Clinical Site.
13. To require its Students assigned to the Clinical Site to attend Clinical Site's orientation training.
14. That University is an educational institution, is subject to and will comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA") with respect to Students' "education records" (as defined in FERPA).
15. At its own expense, to procure and maintain during the Term Commercial General Liability and Student Practices Liability insurance, or a program of self-insurance, covering its Students' and faculty's activities under this Agreement, with limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

**D. Clinical Site Agrees:**

1. To designate a representative as a coordinator to liaise with University's representative to coordinate and implement Students' schedules and other activities for their Clinical Experience at the Clinical Site. Clinical Site will also notify University if it designates a new or replacement coordinator.
2. To work with the University to mutually determine the number and period of assignments of Students to be placed at Clinical Site's facilities.
3. To provide University Students and faculty assigned to the Clinical Site with an educationally oriented Clinical Experience and with access to Clinical Site's patient

and/or client care facilities and, within its established policies, to provide University Students and faculty with access to sources of information that may be helpful to optimize the Students' Clinical Experience at the Clinical Site. These sources of information may include patient and/or client charts, electronic medical records, care card files, procedure books, library resources, and other reference materials.

4. To cooperate with the University in mutually approving the Preceptors. The Preceptors will be responsible for instructing, training, and supervising the Students at all times during their Clinical Experience at the Clinical Site, including without limitation allowing the Students to observe and assist with patient care and in other aspects of clinical professional practice consistent with the relevant program. The Preceptors shall render services and patient care in a competent, professional, safe, effective and ethical manner pursuant to prevailing standards and applicable laws and regulations. Clinical Site will promptly notify University in writing if it (i) terminates or restricts a Preceptor's clinical privileges at the Clinical Site, (ii) learns that a Preceptor's professional license or certification is disciplined, suspended, revoked or otherwise restricted, (iii) receives information that a complaint or report regarding a Preceptor's competence or conduct is made to any state medical or professional licensing agency, and/or (iv) becomes aware that a Preceptor is convicted of a felony or crime of moral turpitude.
5. To provide University Students and faculty, prior to the start of the Clinical Experience, an on-site orientation and training regarding Clinical Site's facilities and specific policies and procedures to which Students and faculty must comply, and to provide to University copies of such policies and procedures. Clinical Site will also provide University with any changes to its policies and procedures that will affect the Students' Clinical Experience at the Clinical Site before the Students will be expected to comply with such changes.
6. To provide sufficient direction and oversight to Students participating in Clinical Site activities appropriate to the activities being performed in order to provide a safe and productive Clinical Site experience.
7. To retain sole professional and administrative responsibility for all patient and/or client care and for all services rendered to patients and/or clients at the Clinical Site. Clinical Site agrees not to place an unreasonable reliance on Students performing patient and/or client care activities at the Clinical Site, and further confirms that the Students are trainees and will not replace Clinical Site staff.
8. Upon University request, to provide to University periodic assessments and written reports about each Student's performance in their Clinical Experience at the Clinical Site. University, however, shall at all times remain solely responsible for the academic grading of Students.



9. To maintain the particular professional license associated with its Clinical Site and comply with all applicable Federal, State, and local laws, rules, and regulations regarding its performance under this Agreement, as well as its accreditation requirements. Clinical Site also agrees to notify University in writing of any change to Clinical Site's license or accreditation status.
10. To permit inspection of its facilities by agencies charged with accrediting the University and its relevant program, upon prior written notice and during normal business hours. Clinical Site has the right to have its designated representative present during any such inspection.
11. To provide or assist in providing interim emergency medical care and treatment to any Student who becomes ill or injured during their Clinical Experience at the Clinical Site, including without limitation treatment immediately following exposure to blood-borne pathogens or other infectious or environmental hazards. The Student will be responsible for paying the costs of such care or treatment.
12. That it will create and have access to Student performance assessments, background checks and other personally identifiable information about the Students, and perhaps other "education records" of Students during the Clinical Experience, all of which are protected under FERPA. Clinical Site agrees that for purposes of this Agreement, Clinical Site shall be considered a "School Official" with a "legitimate educational interest" (as those terms are used in FERPA) in such "education records". Accordingly, Clinical Site shall comply with FERPA with respect to such "education records" of Students.
13. To provide the same cafeteria and parking privileges at the Clinical Site, if any, to University Students and faculty as are available to Clinical Site staff, to the extent available. Clinical Site also agrees to use reasonable efforts to provide such Students and faculty with conference rooms, storage spaces and similar areas, if available, as may be necessary for storage of personal items, teaching or planning activities in connection with their Clinical Experience at the Clinical Site.
14. To notify University in writing, prior to taking any action against a Student, regarding any of Clinical Site's or its patients' and/or clients' concerns or complaints about a Student's performance or unsatisfactory conduct during their Clinical Experience at the Clinical Site. In such cases, Clinical Site will cooperate with University to address those issues, including without limitation steps to further train and remediate the Student as part of their Clinical Experience. Except in circumstances where a Student presents an immediate threat to the health and safety of Clinical Site's patients and/or clients or personnel, Clinical Site shall not remove a Student from its facilities or the Clinical Experience without engaging in the process described above.

15. To provide all necessary personal protective equipment for Students' use during their Clinical Experience at the Clinical Site in compliance with all applicable laws and regulations.
16. At its own expense, to procure and maintain during the Term Commercial General Liability insurance, or a program of self-insurance, covering its employees' activities and the provision of medical or other relevant care and its business operations under this Agreement, with limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

**E. It is mutually agreed that:**

1. In accordance with applicable law, during the performance of this Agreement, there shall be no discrimination based on race, color, religion, sex, age, national origin, veteran status or handicap in either the selection of Students to participate in the Clinical Experience at the Clinical Site, or as to any aspect of the Clinical Experience at the Clinical Site.
2. Both parties will cooperate in the planning and administration of a suitable program for the Students pursuant to this Agreement.
3. University Students and faculty members assigned to the Clinical Site shall at no time be considered to be agents or employees of Clinical Site by virtue of their educational affiliation with Clinical Site under this Agreement. The Preceptors and Clinical Site personnel shall not at any time or for any purpose be considered faculty members or employees of University.
4. Neither party is the agent or legal representative of the other party, nor do they have the right or authority to bind the other party in any way.
5. Neither party has any obligation to pay compensation or other remuneration to the other party or to any Students or faculty participating in the Clinical Experience at the Clinical Site.
6. This Agreement shall not be construed to create any partnership, joint venture or other business combination between Clinical Site and University.
7. For purposes of HIPAA, where applicable, since Students are trainees and University's faculty members who may visit the Clinical Site are volunteers, and since University does not provide any services to Clinical Site under this Agreement or otherwise, the parties agree that such Students and faculty are part of Clinical Site's "workforce" (as defined in the HIPAA Privacy Regulations at 45 C.F.R. §160.103), and accordingly no Business Associate Agreement is required between University and Clinical Site.

8. Each party represents that it has not been sanctioned by or excluded from participation in any Federal or State healthcare program, including Medicare and Medicaid. Each party further agrees that if it should be so sanctioned or excluded in the future, it will promptly notify the other party and the other party will have the right to terminate this Agreement pursuant to Termination, above.
9. Each party agrees not to cancel or materially change its respective insurance without providing 30 days' prior written notice to the other party. Upon either party's request, the other party will provide a certificate of insurance evidencing compliance with its respective insurance obligations under this Agreement.
10. Each party acknowledges that, during the Term, it will have access to patient and/or client data, proprietary and confidential information about the other party or its constituents ("Confidential Information"). Each party agrees to protect and maintain the confidentiality of the other party's Confidential Information.
11. Each party shall not disclose, release, sell, assign, commercially exploit or use the other party's Confidential Information for any purpose, except as necessary to operate and manage the Clinical Experience for the Students or as required by law.
12. Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, Students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives, or to any acts or omissions of University's Students or faculty that are related to patient care or other Clinical Experience activities and are undertaken pursuant to the direction or supervision of the Preceptors or other healthcare providers employed by, on staff of, or affiliated with Clinical Site.
13. The indemnifying party shall not enter into any settlement, stipulated judgment or other arrangement of such Claims that (i) imposes any obligation on the Indemnified Parties, (ii) does not unconditionally release the Indemnified Parties from all liability, and/or (iii) would reasonably be expected to have an adverse effect on any of the Indemnified Parties' reputation or business, without the



Indemnified Parties' prior written consent. Notwithstanding the above, the Indemnified Parties, at their expense, shall have the right to retain separate independent counsel to provide advice to them regarding their interests in such Claims.

14. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings, oral or written, regarding such subject matter. This Agreement can only be amended by a writing signed by both parties.
15. Any notice required or desired to be given hereunder must be in writing and shall be effective when delivered in person or three (3) days after being deposited in the U.S. mail, certified or registered mail, return receipt requested, and postage prepaid, or the following business day if sent by overnight courier guaranteeing next-business day delivery, and addressed as follows:

Notice to UNIVERSITY

Point Loma Nazarene University

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3900 Lomaland Drive  
San Diego, CA 92106-2899

Notice to CLINICAL SITE

Assistant Superintendent of Human Resources

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12335 Woodside Ave  
Lakeside, CA 92040

Each party may change its respective contact information by giving notice to the other party in accordance with this Section.

16. This Agreement shall be interpreted and enforced according to the laws of the State of California without application of its conflicts or choice of law rules.
17. Neither party shall have the right to assign or otherwise transfer or delegate, in whole or in part, any of its rights or obligations under this Agreement without the other party's prior written consent, which will not be unreasonably withheld or delayed.

18. If any provision hereof is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect, and the affected provisions shall be revised so as to reflect the original intent of the parties hereunder to the maximum extent permitted by applicable law.
19. The failure to enforce any provision of this Agreement shall not be deemed a waiver or a continuing waiver of the same or another provision of this Agreement unless such waiver is in writing and signed by the waiving party.
20. Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument. The parties agree that a facsimile, pdf or other electronic signature or electronic transmission of a signed version of this Agreement shall be deemed an original signature and binding on the signing party.
21. In no event shall either party be liable for any indirect, special, exemplary or consequential damages or expenses, whether foreseeable or not, that are in any way related to this Agreement or its subject matter. These limitations apply to all claims and actions of any kind or nature and on any theory of liability, regardless of whether either party has been advised of the possibility of such damages and notwithstanding any failure of the essential purpose of any limited remedy.
22. The rights and remedies of each party as provided in this Agreement shall be cumulative and not exclusive of their rights and remedies at law or in equity.
23. Each of the signatories to this Agreement represents that he or she has the authority to execute this Agreement and to bind its respective party to all of the provisions of this Agreement.
24. This Agreement is solely for the benefit of University and Clinical Site, their respective permitted successors and assigns, and the Indemnified Parties identified above, and no third party or other entity has any right, benefit, remedy, or interest under or by reason of this Agreement.
25. In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which it is entitled.
26. Neither party shall issue or distribute any press release or public announcement about this Agreement or use for any purpose the name, trademark or logos of the other party without the other party's prior written consent.
27. The parties agree all of the provisions of this Agreement pertaining to confidentiality of records, indemnification, notice, validity, waiver, damages,



remedies, third-party beneficiaries, attorneys' fees, and publicity shall survive the expiration or termination of this Agreement.

28. This Agreement constitutes the entire understanding between the parties hereto relating to the matters herein contained and supersedes any and all prior agreements, discussions or understandings with respect to these matters.

[Signatures on following page]




IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers on the date first written above.

POINT LOMA NAZARENE UNIVERSITY

By:   
Signature  
Name: Kerry Fulcher, Ph.D.  
Title: Provost and Chief Academic Officer  
Date: Jul 24, 2024

LAKESIDE UNION SCHOOL DISTRICT

By:   
Signature  
Name: Lisa Davis,  
Title: Assistant Superintendent of Business Services.  
Date: Jul 25, 2024

# LAKESIDE UNION SCHOOL DISTRICT

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Governing Board Meeting Date: August 8, 2024

Agenda Item: **Settlement Agreement**

Background (Describe purpose/rationale of the agenda item): This settlement agreement is being offered to cover attorney's fees (\$8,500) and Compensatory Education (\$45,000).

Fiscal Impact (Cost): \$53,500

Funding Source: Special Education

Addresses Emphasis Goal(s):

**#1: Academic Achievement**

**#2: Social Emotional**

**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> <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> <b>Adoption</b>            |  |

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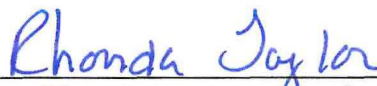
**Originating Department/School:** Education Services

**Submitted/Recommended By:**

Danielle Clark

  
Principal/Department Head Signature

**Approved for Submission to the Governing Board:**

  
Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member** 



# LAKESIDE UNION SCHOOL DISTRICT

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Governing Board Meeting Date: August 8, 2024

Agenda Item: **Settlement Agreement**

Background (Describe purpose/rationale of the agenda item): This settlement agreement is being offered to cover attorney's fees (\$6,000) and Compensatory Education (\$9,300).

Fiscal Impact (Cost): \$15,300

Funding Source: Special Education

Addresses Emphasis Goal(s):

**#1: Academic Achievement**

**#2: Social Emotional**

**Recommended Action:**

**Informational**

**Discussion**

**Approval**

**Adoption**

**Denial/Rejection**

**Ratification**

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

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**Originating Department/School:** Education Services


**Submitted/Recommended By:**

Danielle Clark



**Principal/Department Head Signature**

**Approved for Submission to the Governing Board:**



**Dr. Rhonda Taylor, Superintendent**

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

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** AUGUST 8, 2024

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**Agenda Item:**

COMMERCIAL WARRANT LISTING SHEET – for the period 06/22/2024 THRU 07/19/2024

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

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

**Fiscal Impact (Cost):**

\$ 1,820,516.07

**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

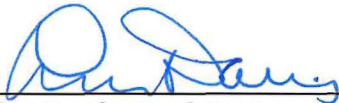
**Recommended Action:**

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

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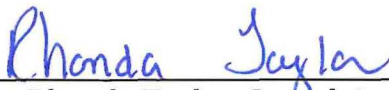
**Originating Department/School:** Business Services

**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 6/22/2024 - 7/19/2024

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	023977	CURRIER & HUDSON	6/24/2024	BOARD Legal Fees	20,138.86
0100	024292	AMERICAN FIDELITY ADMIN. SERVICES, LLC	6/28/2024	ACA Reporting Services	1,294.20
0100	024537	CURRIER & HUDSON	7/10/2024	BOARD Legal Fees	22,101.86
0100	14170272	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	6/24/2024	BS Negotiation Legal Fees	8,695.00
0100	14172244	AGRICULTURAL PEST CONTROL	6/26/2024	M&O Parts/Supplies	730.00
0100	14172245	ALBERTSONS	6/26/2024	SUPPLIES	645.81
0100	14172246	ALLIED REFRIGERATION INC	6/26/2024	M&O Parts/Supplies	92.97
0100	14172247	AMAZON CAPITAL SERVICES, INC.	6/26/2024	SUPPLIES	56,204.07
0100	14172255	AMERICAN PRODUCE DISTRIBUTORS	6/26/2024	PRODUCE	13,885.42
0100	14172257	AMERI-MEX PLUMBING INC	6/26/2024	MAINT/PLUMBING	7,126.47
0100	14172258	MATH TRANSFORMATIONS	6/26/2024	MATH CONSULTANT	25,000.00
0100	14172259	BOB STALL CHEVROLET	6/26/2024	MOT SUPPLIES	165.27
0100	14172262	California Charter Authorizing Professio	6/26/2024	CHARTER AUTHORIZER CONFERENCE	650.00
0100	14172263	CROSS COUNTRY STAFFING, INC	6/26/2024	SPED SERVICES	14,647.50
0100	14172265	RON COOK	6/26/2024	VIDEOGRAPHY	1,000.00
0100	14172268	dba CONNECT4KIDS PSYCHOLOGICAL SERVICES,	6/26/2024	SPED SERVICES	2,640.00
0100	14172271	DAVE & BUSTERS of CALIFORNIA, Inc.	6/26/2024	ESS CAMP	9,272.97
0100	14172272	DANIELLE DAY	6/26/2024	REIMBURSEMENT	40.50
0100	14172273	DELOITTE SERVICES LP	6/26/2024	COURAGEOUS PRINCIPALS	3,000.00
0100	14172274	DEPARTMENT OF JUSTICE	6/26/2024	HR Fingerprinting	831.00
0100	14172275	TIMOTHY D ARMSTRONG	6/26/2024	GUITAR CLUB SHIRTS (LMS)	360.06
0100	14172276	THE EAST COUNTY CALIFORNIAN	6/26/2024	PROPOSED BUDGET 24-25 AD	91.00
0100	14172278	ESGI	6/26/2024	ESGI - 2024	984.00
0100	14172279	REECE PLUMBING	6/26/2024	Maintenance Supplies	227.08
0100	14172280	FAIN DRILLING & PUMP CO., INC	6/26/2024	WELL TANK	6,067.14
0100	14172281	PATRICIA FERNANDEZ	6/26/2024	REIMBURSEMENT	86.00
0100	14172282	MICHELLE FURMAN, M.S., P.T	6/26/2024	Physical Therapy Services	2,277.00
0100	14172283	DAYNAH HOOPER-ROBLED0	6/26/2024	REIMBURSEMENT	45.07
0100	14172284	JOE L. FULCHER dba Inclusive Leadership	6/26/2024	LC Admin Support	14,687.75
0100	14172285	IMPERIAL SPRINKLER SUPPLY, INC.	6/26/2024	Maint Supplies	49.21
0100	14172287	INTERLINK SUPPLY OF SAN DIEGO	6/26/2024	M&O Services	101.50
0100	14172288	JASON JUSTESON	6/26/2024	REIMBURSEMENT	87.11
0100	14172289	JASON DEGTYAREV	6/26/2024	SPED SERVICES	4,250.00
0100	14172290	J.W. PEPPER & SON, INC.	6/26/2024	DISNEY MUSIC FOR SPRING 2024	29.07

BOARD WARRANT REPORT 6/22/2024 - 7/19/2024

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14172291	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	6/26/2024	COPIER LEASE AND COPIES	188.09
0100	14172292	LAKESIDE EQUIPMENT	6/26/2024	Equipment Rentals	215.25
0100	14172293	LAKESIDE WATER DISTRICT	6/26/2024	MONTHLY WATER SERVICE	4,169.83
0100	14172294	LAMINATION DEPOT INC	6/26/2024	LAMINATOR	2,473.92
0100	14172295	AUDREY LENT	6/26/2024	REIMBURSEMENT	880.58
0100	14172296	HEGGERTY PHONEMIC AWARENESS	6/26/2024	CURRICULUM	262.76
0100	14172297	KATHRYN MARTIN	6/26/2024	REIMBURSEMENT	216.63
0100	14172298	JULIA MCNEIL	6/26/2024	REIMBURSEMENT	601.40
0100	14172299	MISSION FEDERAL CREDIT UNION	6/26/2024	P CARD	16,701.13
0100	14172300	STEVE MULL	6/26/2024	REIMBURSEMENT	92.55
0100	14172302	NEW HAVEN YOUTH AND FAMILY SERVICES	6/26/2024	SPED SERVICES	4,400.00
0100	14172304	OFFICE DEPOT, INC.	6/26/2024	OFFICE SUPPLIES	355.14
0100	14172305	DAVIS CONSULTING CORPORATION	6/26/2024	PROFESSIONAL SERVICES	1,578.00
0100	14172306	OREILLY AUTO PARTS	6/26/2024	SUPPLIES	598.10
0100	14172308	LAUREN PAGEL	6/26/2024	REIMBURSEMENT	61.24
0100	14172309	PAYTON'S TRUE VALUE HARDWARE	6/26/2024	SUPPLIES	1,957.85
0100	14172313	PSYCHOLOGY 360, INC	6/26/2024	SPED SERVICES	6,000.00
0100	14172314	RAYNE OF SAN DIEGO	6/26/2024	WATER FILTER SERVICE	111.00
0100	14172315	PATRICE RUPPEL	6/26/2024	MILEAGE REIMBURSEMENT	557.85
0100	14172316	SAN DIEGO COUNTY OFFICE OF ED	6/26/2024	TRAINING	200.00
0100	14172318	S&S WORLDWIDE	6/26/2024	PE SUPPLIES	3,000.20
0100	14172320	SCHOOL SERVICES OF CA, INC	6/26/2024	TRAINING	275.00
0100	14172321	SHRED IT	6/26/2024	SHREDDING	161.69
0100	14172322	SHARON SULLINGER	6/26/2024	REIMBURSEMENT	114.47
0100	14172323	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	6/26/2024	SUPPLIES	201.97
0100	14172324	SMART & FINAL	6/26/2024	SUPPLIES	2,200.68
0100	14172325	SOLIANT HEALTH LLC	6/26/2024	SPED SERVICES	4,611.00
0100	14172326	SOUTHWEST SCHOOL & OFFICE SUPPLY	6/26/2024	SUPPLIES	641.38
0100	14172327	SPECIALIZED THERAPY SERVICES	6/26/2024	PT/AT Services	3,477.55
0100	14172328	SUNBELT STAFFING	6/26/2024	SPED SERVICES	782.00
0100	14172329	CYNTHIA STROMAN	6/26/2024	REIMBURSEMENT	15.70
0100	14172330	SYCAMORE LANDFILL	6/26/2024	M&O Services	191.09
0100	14172331	TELACU CONSTRUCTION MANAGEMENT, INC	6/26/2024	CONSTRUCTION SERVICES	18,816.00
0100	14172332	TideSpeak Language & Speech Therapy Inc	6/26/2024	SPED SERVICES	2,000.00

BOARD WARRANT REPORT 6/22/2024 - 7/19/2024

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14172333	THE STEPPING STONES GROUP, LLC	6/26/2024	SPED SERVICES	1,850.55
0100	14172334	VERIZON WIRELESS	6/26/2024	MONTHLY CELL SERVICES	2,148.50
0100	14172335	WAXIE SANITARY SUPPLY	6/26/2024	SUPPLIES	2,810.48
0100	14172336	WELLS FARGO VENDOR FINANCIAL SERVICES	6/26/2024	COPIER LEASE AND COPIES	106.82
0100	14172337	WILKINSON HADLEY KING & CO LLP	6/26/2024	Annual Audit Consultant	6,000.00
0100	14172338	BRENDA WILSON	6/26/2024	SPED SERVICES	1,176.75
0100	14172339	West Neurobehavioral Services Neuropsyco	6/26/2024	SPED SERVICES	4,250.00
0100	14172340	XTL US INC.	6/26/2024	KIDS FIRST ROBOT KIT FOR DIY A	2,137.49
0100	14174051	SALINA LAGUNA	7/5/2024	MILEAGE REIMBURSEMENT	278.99
0100	14174052	AAA WATER TENDER	7/5/2024	Parts/Supplies	95.90
0100	14174053	BEVERLY JIMENEZ	7/5/2024	REIMBURSEMENT	328.37
0100	14174054	DATA DISPOSAL, INC.	7/5/2024	SHREDDING SERVICE	35.00
0100	14174055	DANIELLE CLARK	7/5/2024	REIMBURSEMENT	487.53
0100	14174056	DION & SONS, INC.	7/5/2024	FUEL CHARGES	3,084.02
0100	14174059	FELICIA LECA	7/5/2024	CONFERENCE	549.71
0100	14174060	ANDRES LIBRADO JR.	7/5/2024	MILEAGE REIMBURSEMENT	695.06
0100	14174061	JERRED MURPHY	7/5/2024	REIMBURSEMENT	7,793.32
0100	14174062	PSYCHOLOGY 360, INC	7/5/2024	SPED SERVICES	6,000.00
0100	14174063	RHONDA TAYLOR	7/5/2024	REIMBURSEMENT	58.91
0100	14174064	Rizalyn Remotigue	7/5/2024	MILEAGE REIMBURSEMENT	471.68
0100	14174065	SPARKLETTS	7/5/2024	MONTHLY WATER SERVICE	1,082.18
0100	14175067	ALLIANCE FOR AFRICAN ASSISTANCE	7/8/2024	SPED SERVICES	1,261.76
0100	14175069	APPLE INC.	7/8/2024	FINANCIAL SERVICES	95,050.01
0100	14175070	ASCEND SERVICES, INC.	7/8/2024	SPED SERVICES	36,324.64
0100	14175072	LEAH CELESTE	7/8/2024	MILEAGE REIMBURSEMENT	21.44
0100	14175075	CRISP ENTERPRISES, INC. CRISP IMAGING	7/8/2024	PRINTING	801.66
0100	14175076	TYANA CULLEN	7/8/2024	INDUCTION REIMBURSEMENT	1,000.00
0100	14175079	EDCO DISPOSAL CORPORATION	7/8/2024	WASTE AND RECYCLING	7,743.75
0100	14175080	3 CHORDS EPIC SPECIAL EDUCATION STAFFING	7/8/2024	SPED SERVICES	16,390.00
0100	14175081	FIRST STUDENT INC.	7/8/2024	SPED SERVICES	5,400.00
0100	14175083	NO TEARS LEARNING INC.	7/8/2024	SPED SERVICES	2,443.00
0100	14175085	LAKESIDE WATER DISTRICT	7/8/2024	WATER	3,952.79
0100	14175086	AUDREY LENT	7/8/2024	CONFERENCE	8,638.87
0100	14175087	MARIANA MESNIK	7/8/2024	SPED SERVICES	11,970.00

BOARD WARRANT REPORT 6/22/2024 - 7/19/2024

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14175088	DAVIS CONSULTING CORPORATION	7/8/2024	CONSULTING SERVICES	3,156.00
0100	14175090	SPECIALIZED THERAPY SERVICES	7/8/2024	SPED SERVICES	9,794.15
0100	14175091	LOEWY ENTERPRISES SUNRISE PRODUCE CO	7/8/2024	PRODUCE	447.75
0100	14175093	TINT WORLD	7/8/2024	TINT FOR OFFICE WINDOWS	3,519.63
0100	14175094	TOTAL VISION PC, INC.	7/8/2024	SPED SERVICES	475.00
0100	14175095	VERBAL BEHAVIOR ASSOCIATES, INC.	7/8/2024	SPED SERVICES	27,418.66
0100	14175097	West Neurobehavioral Services Neuropsych	7/8/2024	SPED SERVICES	285.00
0100	14175098	Woolpert Inc.	7/8/2024	Trustee Voting Area Creation F	13,463.93
0100	14175666	AAA WATER TENDER	7/11/2024	MOT SUPPLIES	73.76
0100	14175667	AG PARTS WORLDWIDE, INC.	7/11/2024	11.6 HD LCD TOUCH SCREEN REPLACEMENT	11,333.41
0100	14175668	AGRICULTURAL PEST CONTROL	7/11/2024	MOT SERVICE	730.00
0100	14175669	AT&T	7/11/2024	PHONE SERVICE	3,012.87
0100	14175670	A-Z BUS SALES INC.	7/11/2024	MOT SUPPLIES	50.60
0100	14175671	AZTEC FIRE & SAFETY INC.	7/11/2024	REPAIRS OF FIRE SPRINKLERS	6,695.56
0100	14175672	CINTAS CORPORATION	7/11/2024	SUPPLIES/UNIFORMS	2,113.48
0100	14175673	CED-SAN DIEGO CONSOLIDATED ELECTRIC	7/11/2024	MOT SUPPLIES	293.38
0100	14175674	COX COMMUNICATIONS	7/11/2024	ETHERNET	1,611.78
0100	14175676	CAL PACIFIC TRUCK CENTER, LLC	7/11/2024	MOT SUPPLIES	485.06
0100	14175677	REECE PLUMBING	7/11/2024	MOT SUPPLIES	111.78
0100	14175678	FAIN DRILLING & PUMP CO., INC	7/11/2024	MOT SERVICE	462.50
0100	14175679	GRAINGER	7/11/2024	MOT SUPPLIES	429.13
0100	14175681	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	7/11/2024	COPIER LEASE AND COPIES	3,543.60
0100	14175682	NATIONAL CONSTRUCTION RENTALS, INC.	7/11/2024	MOT SUPPLIES	612.48
0100	14175684	SANTEE SCHOOL DISTRICT	7/11/2024	SEAWORLD BUSSING	930.00
0100	14175685	SCHOOL SERVICES OF CA, INC	7/11/2024	MAY REVISION WORKSHOP	325.00
0100	14175686	SEESAW LEARNING, INC.	7/11/2024	Three Year Contract	18,691.60
0100	14175687	SCHOOL FACILITY CONSULTANTS	7/11/2024	PROFESSIONAL SERVICES	1,761.25
0100	14175688	SHRED IT	7/11/2024	SHREDDING SERVICE	155.60
0100	14175689	BORDER RECAPING, LLC	7/11/2024	MOT SUPPLIES	469.61
0100	14175690	WAXIE SANITARY SUPPLY	7/11/2024	MOT SUPPLIES	7,826.66
0100	14177094	MELODY BROOKE DEXHEIMER	7/15/2024	Employee Travel Reimbursement	1,169.64
0100	14177096	ELIZABETH UPCHURCH	7/15/2024	Employee Travel Reimbursement	635.68
0100	14177097	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	7/15/2024	COPIER LEASE AND COPIES	2,517.15
0100	14177098	SOUTHWEST SCHOOL & OFFICE SUPPLY	7/15/2024	SUPPLIES	1,158.08

BOARD WARRANT REPORT 6/22/2024 - 7/19/2024

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14177103	WELLS FARGO VENDOR FINANCIAL SERVICES	7/15/2024	COPIER LEASE AND COPIES	166.64
0100	14179040	BOYS TO MEN MENTORING	7/18/2024	MENTORING	5,000.00
0100	14179045	dba ECA SCIENCE KIT SERVICES	7/18/2024	SCIENCE SUPPLIES	9,412.48
0100	14179046	FIBRE RESOURCES UNLIMITED, INC.	7/18/2024	SHREDDING	100.00
0100	14179048	IMPERIAL SPRINKLER SUPPLY, INC.	7/18/2024	SUPPLIES	8.90
0100	14179049	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	7/18/2024	COPIER LEASE AND COPIES	171.12
0100	14179050	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	7/18/2024	CURRICULUM	207,601.98
0100	14179052	N2Y, INC/UNIQUE LEARNING SYS.	7/18/2024	CURRICULUM	5,026.47
0100	14179053	NEARPOD INC.	7/18/2024	NEARPOD PREMIUM PLUS - SCHOOL	5,800.00
0100	14179054	RADIO WORKS USA, INC.	7/18/2024	SUPPLIES	189.64
0100	14179055	SAN DIEGO GAS & ELECTRIC	7/18/2024	GAS AND ELECTRIC	10,928.96
0100	14179056	SCHOOL INNOVATIONS & ACHIEVEMENT	7/18/2024	SPED SERVICES	6,900.00
0100	14179058	SOUTHWEST SCHOOL & OFFICE SUPPLY	7/18/2024	SUPPLIES	110.70
<b>0100 TOTAL</b>				<b>GENERAL</b>	<b>905,229.79</b>
0800	14172247	AMAZON CAPITAL SERVICES, INC.	6/26/2024	SUPPLIES	5,111.40
0800	14172270	DARIN CURTIS	6/26/2024	REIMBURSEMENT	58.99
<b>0800 TOTAL</b>				<b>ASB</b>	<b>5,170.39</b>
1200	14172247	AMAZON CAPITAL SERVICES, INC.	6/26/2024	SUPPLIES	439.49
1200	14172266	CORODATA SHREDDING, INC.	6/26/2024	SHREDDING	44.71
1200	14172299	MISSION FEDERAL CREDIT UNION	6/26/2024	P CARD	917.27
1200	14172311	LAURA PETERSON	6/26/2024	CAMP REFUND	225.00
1200	14174065	SPARKLETTS	7/5/2024	MONTHLY WATER SERVICE	167.45
1200	14175683	PROCARE SOFTWARE, LLC	7/11/2024	PROCARE SOFTWARE ANNUAL LICENS	6,636.00
1200	14177097	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	7/15/2024	COPIER LEASE AND COPIES	630.15
1200	14179043	DAVE & BUSTERS of CALIFORNIA, Inc.	7/18/2024	ESS CAMP FIELD TRIP	1,357.02
1200	14179055	SAN DIEGO GAS & ELECTRIC	7/18/2024	GAS AND ELECTRIC	589.39
1200	14179057	SKY ZONE CHULA VISTA	7/18/2024	ESS CAMP FIELD TRIP	1,222.95
1200	14179059	AnaVeronica Trattner	7/18/2024	SUMMER CAMP REFUND	1,125.00
<b>1200 TOTAL</b>				<b>CHILD DEVELOPMENT</b>	<b>13,354.43</b>
1300	14172247	AMAZON CAPITAL SERVICES, INC.	6/26/2024	SUPPLIES	3,013.78
1300	14172261	CALIF DEPT OF EDUCATION	6/26/2024	CN Broadline	337.35
1300	14172267	COZZINI BROS, INC	6/26/2024	CN Rental/Repair	45.00
1300	14172269	CULLIGAN	6/26/2024	CN Rental/Repair	6.00
1300	14172277	GABRIELLE ELLIS	6/26/2024	REFUND	30.00

BOARD WARRANT REPORT 6/22/2024 - 7/19/2024

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
1300	14172286	IMPERIAL DADE	6/26/2024	CN Supplies	4,066.02
1300	14172299	MISSION FEDERAL CREDIT UNION	6/26/2024	P CARD	457.05
1300	14172309	PAYTON'S TRUE VALUE HARDWARE	6/26/2024	CN Supplies	12.26
1300	14172310	INDIVIDUAL FOODSERVICE	6/26/2024	CN Supplies	1,356.87
1300	14172317	GARY AND SHANNON SARMIENTO	6/26/2024	REFUND	4.00
1300	14172319	ALLISON SCHROEDER	6/26/2024	REFUND	41.50
1300	14172324	SMART & FINAL	6/26/2024	CN Broadline	79.90
1300	14172334	VERIZON WIRELESS	6/26/2024	CELL SERVICES	50.92
1300	14174056	DION & SONS, INC.	7/5/2024	CN FUEL CHARGES	58.17
1300	14174057	DOMINOS PIZZA	7/5/2024	FOOD	8,273.29
1300	14174058	GARCIAS PUEBLA MERCADO	7/5/2024	FOOD SUPPLIES	112.50
1300	14174065	SPARKLETTS	7/5/2024	MONTHLY WATER SERVICE	54.99
1300	14174066	WEBBS RV SUPPLY	7/5/2024	CN SUPPLIES	24.45
1300	14175068	AMERICAN PRODUCE DISTRIBUTORS	7/8/2024	PRODUCE	7,346.99
1300	14175074	COZZINI BROS, INC	7/8/2024	KNIFE SERVICE	45.00
1300	14175077	DASSI FAMILY FARM	7/8/2024	PRODUCE	468.00
1300	14175078	DOUGLAS FOOD STORES, INC dba DOUGLAS EQU	7/8/2024	REFRIGERATOR AND FREEZER	14,670.55
1300	14175082	GOLD STAR FOODS INC	7/8/2024	FOOD PURCHASE	16,096.81
1300	14175084	IMPERIAL DADE	7/8/2024	CN SUPPLIES	2,612.39
1300	14175089	INDIVIDUAL FOODSERVICE	7/8/2024	CN SUPPLIES	1,226.15
1300	14175092	TEMPERATURE DESIGN REFRIGERATION	7/8/2024	CN SERVICE/SUPPLIES	605.31
1300	14175669	AT&T	7/11/2024	PHONE SERVICE	20.30
1300	14175672	CINTAS CORPORATION	7/11/2024	SUPPLIES/UNIFORMS	489.45
1300	14175675	CULLIGAN	7/11/2024	CN Repair/Rental	58.54
1300	14177097	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	7/15/2024	COPIER LEASE AND COPIES	18.11
1300	14179041	CHEMSEARCH	7/18/2024	ECO-FLOW WATER WASTE TREATMENT	689.10
1300	14179044	DOUGLAS FOOD STORES, INC dba DOUGLAS EQU	7/18/2024	MILK COOLER	3,707.64
<b>1300 TOTAL</b>				<b>CHILD NUTRITION</b>	<b>66,078.39</b>
2519	14172301	NATIONAL CONSTRUCTION RENTALS, INC.	6/26/2024	RESTROOM RENTAL	2,015.50
2519	14172303	NINYO & MOORE	6/26/2024	GEOTECHNICAL OBSERVATION, SPEC	4,422.00
<b>2519 TOTAL</b>				<b>CAPITAL FACILITIES</b>	<b>6,437.50</b>
4000	14172264	CLIMATEC, INC.	6/26/2024	SOLAR PAYMENT	705,997.35
<b>4000 TOTAL</b>				<b>SPECIAL RESERVE</b>	<b>705,997.35</b>
6200	14172247	AMAZON CAPITAL SERVICES, INC.	6/26/2024	BICS SUPPLIES	5,963.79



BOARD WARRANT REPORT 6/22/2024 - 7/19/2024

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
6200	14172260	Barona Band of Mission Indians	6/26/2024	BICS FUEL	190.29
6200	14177095	RON COOK	7/15/2024	VIDEOGRAPHY	1,500.00
6200	14177099	SPECIALIZED THERAPY SERVICES	7/15/2024	SPED SERVICES	31,442.83
6200	14177100	STS EDUCATION	7/15/2024	3D PRINTER	7,754.77
6200	14177101	Technical Support For Special Education,	7/15/2024	SPED SERVICES	9,000.00
6200	14177102	U.S. BANK CORPORATE PYMT SYS	7/15/2024	BICS CREDIT CARD PURCHASES	1,428.26
<b>6200 TOTAL</b>				<b>BARONA CHARTER</b>	<b>57,279.94</b>
6201	14172312	PITNEY BOWES INC.	6/26/2024	RVCS 2023/24 LEASE AGREEMENT	104.94
6201	14172337	WILKINSON HADLEY KING & CO LLP	6/26/2024	FINAL BILLING FOR 2022-23	850.00
6201	14172341	YOUNG, MINNEY & CORR LLP	6/26/2024	RVCS/Legal Services	1,120.00
6201	14174065	SPARKLETTS	7/5/2024	MONTHLY WATER SERVICE	730.06
6201	14175071	CCSA	7/8/2024	CHARTER SCHOOL MEMBERSHIP	3,410.00
6201	14175073	COX COMMUNICATIONS	7/8/2024	INTERNET	1,080.00
6201	14175079	EDCO DISPOSAL CORPORATION	7/8/2024	WASTE AND RECYCLING	284.82
6201	14175096	WILKINSON HADLEY KING & CO LLP	7/8/2024	PROGRESS BILL 2023/24 AUDIT	2,700.00
6201	14175669	AT&T	7/11/2024	PHONE SERVICE	104.41
6201	14175680	GROSSMONT UNION HIGH SCHOOL DISTRICT	7/11/2024	MEALS FOR RVCS	33,985.00
6201	14177104	XEROX FINANCIAL SERVICES, LLC	7/15/2024	COPIER LEASE	1,506.60
6201	14179042	COUNTY OF SAN DIEGO, DEH	7/18/2024	SCHOOL AUXILIARY FACILITY	346.00
6201	14179047	GROSSMONT UNION HIGH SCHOOL DISTRICT	7/18/2024	MEALS FOR RVCS	10,699.00
6201	14179055	SAN DIEGO GAS & ELECTRIC	7/18/2024	GAS AND ELECTRIC	3,914.70
6201	14179058	SOUTHWEST SCHOOL & OFFICE SUPPLY	7/18/2024	SUPPLIES	132.75
<b>6201 TOTAL</b>				<b>RIVER VALLEY CHARTER</b>	<b>60,968.28</b>
				<b>GRAND TOTAL</b>	<b>\$ 1,820,516.07</b>

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** August 8, 2024

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**Agenda Item:**

REVOLVING CASH FUND REGISTER

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

LISTING OF ALL TRANSACTIONS (PAYROLL MISCELLANEOUS, ESS, & M&O) FOR THE PERIOD OF 6/16 – 7/18/24 PRIOR TO BOARD MEETING.

**Fiscal Impact (Cost):**

**\$ 16,192.56**

**Funding Source:**

GENERAL FUND, DONATION ACCOUNTS, ETC.

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

- |   |  |
|---|--|
| <input type="checkbox"/> <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> <a href="#">Click here to enter text.</a> |
| <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 2425-0001

#	Date	Ck#	Name	Memo/Description	Check Amount
RCF 2425-0001	6/27/2024	40331	Sea World of California	ESS Camp	10,010.00
RCF 2425-0001	6/28/2024	40332	EMP# 601434	Garnishment Release	1,698.57
RCF 2425-0001	7/1/2024	40333	James Mietzel	ACH return for June Payroll JN#1292914	1,000.00
RCF 2425-0001	7/1/2024	40334	Tammy Lemon	ACH return for June Payroll JN#1292914	529.56
RCF 2425-0001	7/3/2024	40335	Meredith Thygenson	ACH return for June Payroll JN#1294258	1,192.05
RCF 2425-0001	7/8/2024	40336	Claire Garner	Overage warrant for Dec 2023 JN#1295433	674.33
RCF 2425-0001	7/8/2024	40337	Amanda Daigle	Overage warrant for Dec 2023 JN#1295434	188.05
RCF 2425-0001	7/18/2024	40338	SchoolsFirst	Duplicate credit taken in payroll-Gina Henke	900.00
					<b>\$ 16,192.56</b>

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** August 8, 2024

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**Agenda Item:**

Ratification of Purchase Orders and Change Orders Listing (June 15, 2024, to July 15, 2024)

**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 June 15, 2024, through July 15, 2024 are attached.

**Fiscal Impact (Cost):**

\$4,711,546.65

**Funding Source:**

General Fund Total: \$2,688,376.06, Child Development Total: \$187,057.00 Child Nutrition Total: \$1,836,113.59

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

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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** \_\_\_\_\_

JULY 1-15 2024 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
0000010450	MISSION IMPRINTABLES, INC	OPEN PO 2024-25	0100	ESS/ASES/PreSchool	11,313.75
0000010460	NATIONAL BUSINESS FURNITURE	TECH NEW BUILDING FURNITURE	0100	Technology	11,250.16
0000010462	AMAZON CAPITAL SERVICES, INC.	TECH NEW BUILDING SUPPLIES	0100	Technology	3,771.17
0000010474	HOLLANDIA DAIRY	CN SUPPLIES 2024/25	0100	Child Nutrition	200,000.00
0000010482	SPARKLETTES	DW Water Services 2024/25	0100	Business Services	5,340.00
0000010488	APPLE INC.	FINANCIAL SERVICES - LEASES	0100	Technology	95,050.01
0000010490	AMAZON CAPITAL SERVICES, INC.	TECH SUPPLIES 2024/25	0100	Technology	2,155.00
0000010491	OFFICE DEPOT, INC.	TECH SUPPLIES 2024/25	0100	Technology	323.25
0000010492	DATEL SYSTEMS INCORPORATED	TECH SUPPLIES 2024/25	0100	Technology	538.75
0000010493	PAYTONS TRUE VALUE HARDWARE	2024/25 SUPPLY/PARTS/REPAIR	0100	Technology	161.63
0000010494	T-MOBILE	DISTRICT HOTSPOTS 2024-25	0100	Technology	20,000.00
0000010495	EYE PHONE CITY	2024/25 TECH SERVICE REPAI	0100	Technology	16,162.50
0000010496	AAA WATER TENDER	2024/25 SUPPLY/PARTS/REPAIR	0100	Maintenance & Operations	3,232.50
0000010496	AAA WATER TENDER	2024/25 SUPPLY/PARTS/REPAIR	0100	Custodial	538.75
0000010497	dba A1 Septic Services	2024/25 SERVICE	0100	Maintenance & Operations	6,000.00
0000010498	ABABA BOLT	2024/25 PARTS	0100	Maintenance & Operations	53.88
0000010498	ABABA BOLT	2024/25 PARTS	0100	Transportation	53.88
0000010499	AIR FILTER SUPPLY a CA CORPORATION	2024/25 SUPPLY	0100	Maintenance & Operations	23,705.00
0000010500	AGRICULTURAL PEST CONTROL	2024/25 SERVICE	0100	Maintenance & Operations	14,500.00
0000010501	AIRGAS USA, LLC	2024/25 SUPPLY/PARTS	0100	Maintenance & Operations	538.75
0000010501	AIRGAS USA, LLC	2024/25 SUPPLY/PARTS	0100	Transportation	538.76
0000010502	ALLIED REFRIGERATION INC	2024/25 SUPPLY/PARTS	0100	Maintenance & Operations	3,232.50
0000010503	AMAZON CAPITAL SERVICES, INC.	2024/25 SUPPLY	0100	Maintenance & Operations	7,542.50
0000010503	AMAZON CAPITAL SERVICES, INC.	2024/25 SUPPLY	0100	Transportation	2,155.00
0000010503	AMAZON CAPITAL SERVICES, INC.	2024/25 SUPPLY	0100	Custodial	2,155.00
0000010504	AMERI-MEX PLUMBING INC	2024/25 SERVICE	0100	Maintenance & Operations	6,500.00
0000010505	ANITA VILLIANI BARNES, DBA	2024/25 SERVICE/REPAIR	0100	Maintenance & Operations	5,000.00
0000010505	ANITA VILLIANI BARNES, DBA	2024/25 SERVICE/REPAIR	0100	Transportation	646.50
0000010507	A-Z BUS SALES INC.	2024/25 PARTS	0100	Transportation	2,693.75
0000010508	AZUMA TECH SYSTEMS INC.	2024/25 SERVICE	0100	Maintenance & Operations	10,000.00
0000010509	BEST VALUE GLASS	2024/25 SUPPLY/PARTS	0100	Maintenance & Operations	1,616.25
0000010510	BOB STALL CHEVROLET	2024/25 PARTS	0100	Transportation	1,077.50
0000010511	BROADWAY AUTO ELECTRIC	2024/25 PARTS	0100	Transportation	1,077.50
0000010512	A CAGLE	2024/25 SERVICE	0100	Maintenance & Operations	500.00
0000010512	A CAGLE	2024/25 SERVICE	0100	Transportation	200.00
0000010513	WAXIE SANITARY SUPPLY	2024/25 SUPPLY	0100	Custodial	150,850.00
0000010514	CAMEO PAPER & JANITORIAL	2024/25 SUPPLY	0100	Custodial	2,693.75
0000010515	CI SOLUTIONS	2024/25 SUPPLY	0100	Transportation	538.75
0000010516	CLARK SECURITY PRODUCTS	2024/25 SUPPLY/PARTS	0100	Maintenance & Operations	10,775.00
0000010517	COMPETITIVE METALS, INC	2024/25 SUPPLY	0100	Maintenance & Operations	538.75
0000010518	CED-SAN DIEGO CONSOLIDATED ELECTRIC	2024/25 PARTS	0100	Maintenance & Operations	3,232.50
0000010519	CALIFORNIA QUALITY PLASTICS	2024/25 SUPPLY/PARTS	0100	Maintenance & Operations	1,616.25
0000010520	CRISP ENTERPRISES, INC. CRISP IMAGING	2024/25 SERVICE	0100	Transportation	1,077.50
0000010521	CAL PACIFIC TRUCK CENTER, LLC	2024/25 PARTS	0100	Transportation	10,775.00
0000010522	EAST PENN MFG CO	2024/25 PARTS	0100	Maintenance & Operations	538.75
0000010522	EAST PENN MFG CO	2024/25 PARTS	0100	Transportation	3,232.50
0000010523	EL CAJON FORD	2024/25 PARTS	0100	Maintenance & Operations	1,077.50
0000010523	EL CAJON FORD	2024/25 PARTS	0100	Transportation	3,232.50
0000010525	ELEVATOR PROFESSIONALS INC.	2024/25 SERVICE	0100	Maintenance & Operations	2,000.00
0000010526	REECE PLUMBING	2024/25 PARTS	0100	Maintenance & Operations	10,775.00
0000010527	FERGUSON ENTERPRISES, INC	2024/25 PARTS	0100	Maintenance & Operations	2,693.75
0000010528	GRAINGER	2024/25 SUPPLY/PARTS	0100	Maintenance & Operations	10,236.25
0000010528	GRAINGER	2024/25 SUPPLY/PARTS	0100	Custodial	538.75
0000010529	HAWTHORNE RENT-IT SERVICE	2024/25 EQUIPMENT RENTAL	0100	Maintenance & Operations	10,775.00
0000010530	HOME DEPOT CREDIT SERVICES	2024/25 SUPPLY/PARTS	0100	Maintenance & Operations	32,325.00
0000010530	HOME DEPOT CREDIT SERVICES	2024/25 SUPPLY/PARTS	0100	Transportation	1,077.50
0000010530	HOME DEPOT CREDIT SERVICES	2024/25 SUPPLY/PARTS	0100	Custodial	1,077.50
0000010531	IMPERIAL SPRINKLER SUPPLY, INC.	2024/25 SUPPLY/PARTS	0100	Maintenance & Operations	4,310.00
0000010532	INTERLINK SUPPLY OF SAN DIEGO	2024/25 SUPPLY/PARTS/REPAIR	0100	Maintenance & Operations	1,616.25
0000010533	INDUSTRIAL RUBBER SUPPLY, INC.	2024/25 SUPPLY/PARTS/REPAIR	0100	Transportation	538.76
0000010534	LAKESIDE EQUIPMENT	2024/25 SUPPLY	0100	Maintenance & Operations	6,077.50
0000010535	LYNN'S LOCKSMITH SERVICE	2024/25 SUPPLY	0100	Maintenance & Operations	538.75
0000010536	NATIONAL PETROLEUM INC	2024/25 SUPPLY	0100	Transportation	4,310.00
0000010537	NTP, INC.	2024/25 SUPPLY/REPAIR	0100	Maintenance & Operations	1,000.00
0000010538	NUTRIEN AG SOLUTION	2024/25 SUPPLY	0100	Maintenance & Operations	4,633.25
0000010539	FOUNDATION for EDUCATIONAL ADMINISTRATION	ACSA DUES R TAYLOR	0100	Superintendent	1,690.56
0000010540	DOCUSIGN, INC.	2024/25 SERVICE	0100	Education Services	3,435.00
0000010541	LEXIA VOYAGER SOPRIS INC.	LET'S PARTICIPATE MATERIALS	0100	Education Services	62,430.57
0000010542	NEARPOD INC.	RV MANDARIN	0100	Education Services	5,800.00
0000010543	AVANT ASSESSMENT, LLC	AVANT STAMP 4S - LANGUAGE TBD	0100	Education Services	8,855.50
0000010544	IMAGINE LEARNING, LLC	2024/25 IMAGINE LEARNING	0100	Education Services	1,000.00
0000010546	MANDARIN MATRIX INC	RV MANDARIN	0100	Education Services	13,300.00
0000010547	INKREN INC./SKRITTER	RV MANDARIN	0100	Education Services	1,500.00
0000010548	INFINITE CAMPUS, INC.	ATTENDANCE PARENT PORTAL	0100	Education Services	77,246.65
0000010549	MATH TRANSFORMATIONS	2024/25 MATH TRANSFORMATIONS	0100	Education Services	250,000.00
0000010550	FULCRUM MANAGEMENT SOLUTIONS INC.	THOUGHT EXCHANGE	0100	Pupil Services	41,360.29
0000010551	RENAISSANCE LEARNING, INC	DNA ILLUMINATE	0100	Education Services	80,249.76
0000010552	NWEA	NWEA	0100	Education Services	157,677.00

JULY 1-15 2024 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
0000010553	COMPANION CORPORATION	COMPANION	0100	Education Services	11,609.00
0000010554	IMAGINE LEARNING, LLC	IMAGINE LEARNING	0100	Education Services	722,103.81
0000010555	DATEL SYSTEMS INCORPORATED	QUOTE SQ325673	0100	Psychology Services	864.50
0000010557	CASBO	RENEWAL	0100	Business Services	3,500.00
0000010558	FOLLETT SCHOOL SOLUTIONS	ELEMENTARY LIBRARY BOOKS	0100	Education Services	5,663.68
0000010561	FRONTLINE TECHNOLOGIES GROUP LLC	FRONTLINE	0100	Human Resources	14,892.70
0000010562	CODESP	CODESP	0100	Human Resources	2,675.00
0000010563	CORODATA SHREDDING, INC.	WAREHOUSE SHREDDING	0100	Business Services	346.00
0000010564	FRONTLINE TECHNOLOGIES GROUP LLC	TECH SUBSCRIPTION	0100	Technology	12,772.55
0000010565	FRONTLINE TECHNOLOGIES GROUP LLC	FRONTLINE	0100	Business Services	63,066.26
0000010566	ZOHO CORPORATION	CORP SUBSCRIPTION	0100	Technology	2,190.00
0000010567	FOLLETT SCHOOL SOLUTIONS	MIDDLE SCHOOL LIBRARY BOOKS	0100	Education Services	5,053.49
0000010569	TEACHERS' CURRICULUM INSTITUTE	TCI - PD	0100	Education Services	27,000.00
0000010570	TEACHERS' CURRICULUM INSTITUTE	TCI - LMS	0100	Education Services	105,246.49
0000010571	TEACHERS' CURRICULUM INSTITUTE	TCI - TDS	0100	Education Services	98,086.87
0000010572	TEACHERS' CURRICULUM INSTITUTE	TCI - LF	0100	Education Services	68,945.51
0000010573	TEACHERS' CURRICULUM INSTITUTE	TCI - LV	0100	Education Services	31,089.62
					<b>\$ 2,623,977.06</b>

0000010449	DAVE & BUSTERS of CALIFORNIA, Inc.	OPEN PO 2024-25	1200	ESS/ASES/PreSchool	40,000.00
0000010450	MISSION IMPRINTABLES, INC	OPEN PO 2024-25	1200	ESS/ASES/PreSchool	10,775.00
0000010451	FINELINE GRAFIX	OPEN PO 2024-25	1200	ESS/ASES/PreSchool	5,000.00
0000010452	PETER PIPER PIZZA	OPEN PO 2024-25	1200	ESS/ASES/PreSchool	15,000.00
0000010453	SKY ZONE CHULA VISTA	OPEN PO 2024-25	1200	ESS/ASES/PreSchool	5,000.00
0000010454	ZOOLOGICAL SOCIETY	OPEN PO 2024-25	1200	ESS/ASES/PreSchool	12,000.00
0000010455	PARKWAY BOWL	OPEN PO 2024-25	1200	ESS/ASES/PreSchool	25,000.00
0000010456	INDIAN HILLS CAMP	OPEN PO 2024-25	1200	ESS/ASES/PreSchool	5,000.00
0000010457	PROCARE SOFTWARE, LLC	PROCARE BILLING 2024-2025	1200	ESS/ASES/PreSchool	6,636.00
0000010458	SEA WORLD OF CALIFORNIA	OPEN PO 2024-25	1200	ESS/ASES/PreSchool	62,496.00
0000010482	SPARKLETT'S	DW Water Services 2024/25	1200	Leapp	150.00
					<b>\$ 187,057.00</b>

0000010459	MAD WRAPS	CN 2 SIDES TRUCK FRONT	1300	Child Nutrition	3,077.34
0000010461	AMAZON CAPITAL SERVICES, INC.	CN Supplies 2024/25	1300	Child Nutrition	15,775.00
0000010463	AMERICAN PRODUCE DISTRIBUTORS	CN Supplies 2024/25	1300	Child Nutrition	50,000.00
0000010464	CALIFORNIA DEPT OF EDUCATION	CN Supplies 2024/25	1300	Child Nutrition	50,000.00
0000010465	CHEMSEARCH	CN Services 2024/25	1300	Child Nutrition	10,775.00
0000010466	COUNTY OF SAN DIEGO, DEH	CN Services 2024/25	1300	Child Nutrition	8,000.00
0000010467	COZZINI BROS, INC	CN Repair/Rental 2024/25	1300	Child Nutrition	1,500.00
0000010468	CULLIGAN	CN Repair/Rental 2024/25	1300	Child Nutrition	1,500.00
0000010469	DOMINOS PIZZA	CN Supplies 2024/25	1300	Child Nutrition	150,000.00
0000010470	ECOLAB FOOD SAFETY SPECIALTIES	CN Supplies 2024/25	1300	Child Nutrition	1,077.50
0000010471	GARCIA'S PUEBLA MERCADO	CN Supplies 2024/25	1300	Child Nutrition	5,000.00
0000010472	GOLD STAR FOODS INC	CN Supplies 2024/25	1300	Child Nutrition	1,030,000.00
0000010473	HEARTLAND SCHOOL SOLUTIONS	CN Services 2024/25	1300	Child Nutrition	25,000.00
0000010474	HOLLANDIA DAIRY	CN Supplies 2024/25	1300	Child Nutrition	5,000.00
0000010475	K GRAPHICS POSTERS	CN Services 2024/25	1300	Child Nutrition	7,000.00
0000010476	PAYTONS TRUE VALUE HARDWARE	CN Supplies 2024/25	1300	Child Nutrition	538.75
0000010477	PERRIN BERNARD SUPOWITZ, LLC	CN Supplies 2024/25	1300	Child Nutrition	107,750.00
0000010478	SMART & FINAL	CN Supplies 2024/25	1300	Child Nutrition	3,538.75
0000010479	SYSO FOODS SERVICES	CN Supplies 2024/25	1300	Child Nutrition	50,000.00
0000010480	TEMPERATURE DESIGN REFRIGERATION	CN Repair/Rental 2024/25	1300	Child Nutrition	5,387.50
0000010481	WEBBS RV SUPPLY	CN Gas/Oil 2024/25	1300	Child Nutrition	538.75
0000010482	SPARKLETT'S	CN Water 2024/25	1300	Child Nutrition	600.00
0000010483	IMPERIAL DADE	CN Supplies 2024/25	1300	Child Nutrition	107,750.00
0000010484	COUNTY BURNER & MACHINERY CORP	CN Repair/Rental 2024/25	1300	Child Nutrition	10,775.00
0000010485	FOOD 4 THOUGHT, LLC	CN Supplies 2024/25	1300	Child Nutrition	10,000.00
0000010486	DASSI FAMILY FARM	CN Supplies 2024/25	1300	Child Nutrition	50,000.00
0000010487	ES FOODS INC.	CN Supplies 2024/25	1300	Child Nutrition	50,000.00
0000010489	WAXIE SANITARY SUPPLY	CN Supplies 2024/25	1300	Child Nutrition	53,875.00
0000010506	LUNCHASSIST, INC	CN 2024/25 parts	1300	Child Nutrition	1,000.00
0000010524	FREEZING POINT LLC	CN 2024/25 service	1300	Child Nutrition	20,000.00
0000010559	CSNA	CN Registration Sacramento	1300	Child Nutrition	655.00
					<b>\$ 1,836,113.59</b>

TOTAL PURCHASE ORDERS \$ 4,647,147.65

TOTAL (01) GENERAL FUND PO's	2,623,977.06
TOTAL (08) ASB FUND PO's	0.00
TOTAL (12) CHILD DEVELOPMENT FUND PO's	187,057.00
TOTAL (13) CHILD NUTRITION FUND PO's	1,836,113.59
TOTAL (21) DEVELOPER FEES PO's	0.00

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** August 8, 2024

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**Agenda Item:**

Ratification of P Card expenditure transactions for the month of June 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 June 2024.

**Fiscal Impact (Cost):**

**15,419.39**

**Funding Source:**

General Fund Total: \$12,335.09, Child Development Fund Total: \$2,552.61, Child Nutrition Fund Total: \$531.69

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

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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** \_\_\_\_\_

JUNE 2024 P CARDS

NAME	DATE	AMOUNT	VENDOR	FUND	DESCRIPTION
BOWMAN, ROBYN	06/26/2024	239.41	SAMS CLUB #6235	1200	DESCRIPTION
BOWMAN, ROBYN	06/25/2024	605.00	COMMUNITY CARE LICENSI	1200	LEAPP MARILLA PRESCHOOL ANNUAL LICENSE
BOWMAN, ROBYN	06/25/2024	242.00	COMMUNITY CARE LICENSI	1200	STATE PRESCHOOL ANNUAL LICENSE
BOWMAN, ROBYN	06/18/2024	8.08	DOLLAR TREE	1200	SUMMER SWIM NOODLES
BOWMAN, ROBYN	06/16/2024	9.68	THE HOME DEPOT #0673	1200	SIMPLE GREEN CLEANING SUPPLY
BOWMAN, ROBYN	06/09/2024	32.04	TARGET 00018465	1200	BAND AIDS AND CLEANING SUPPLIES
BOWMAN, ROBYN	06/09/2024	321.68	SAMSClub #6235	1200	PAPER GOODS, SNACKS, ETC
CLARK, DANIELLE	06/25/2024	98.21	SMART AND FINAL 929	0100	ESY SUPPLIES
CLARK, DANIELLE	06/13/2024	42.28	OFFICE DEPOT #846	0100	CERTIFICATE HOLDERS
CLARK, DANIELLE	06/07/2024	30.00	LANGUSE INV	0100	LANGUAGE USE INVENTORY ONLINE - INFANT SLP
DEROSIER, LISA A	06/30/2024	998.64	DOUBLETREE	0100	E. UPCHURCH PBL WORLD 2024 CONFERENCE (2023/24 ACCRUAL)
DEROSIER, LISA A	06/16/2024	275.00	ASSOCIATIO* ACSA CAREE	0100	JOB POSTING FOR ASSISTANT SUPERINTENDENT OF HR
GREEN, TESSA	06/19/2024	534.98	WALMART.COM	0100	POSTER MATTE PHOTO PAPER
GREEN, TESSA	06/05/2024	146.20	WALMART.COM	0100	SUPPLIES
HARDIMAN, LESLIE	06/05/2024	44.74	ALBERTSONS #0738	0100	MEETING SUPPLIES
HARDIMAN, LESLIE	06/04/2024	1,255.00	ROYAL LINES CHARTERS	0100	BAYSIDE COMMUNITY CENTER TRANSPORTATION
MULL, STEVE	06/10/2024	249.95	GIANT PIZZA KING	0100	EIGHTH GRADE DANCE
MULL, STEVE	06/10/2024	191.00	PANDA EXPRESS #739	0100	EIGHTH GRADE DANCE
MULL, STEVE	06/10/2024	149.00	PANDA EXPRESS #739	0100	EIGHTH GRADE DANCE
MULL, STEVE	06/09/2024	89.55	LITTLE CAESARS 3154-00	0100	GUITAR CLUB CONCERT
MURPHY, JERRED C	06/30/2024	8.02	PAYTON HARDWARE	1200	PROGRAM KEYS
MURPHY, JERRED C	06/30/2024	629.65	JERSEY MIKES 20043	1200	SANDWICHES FOR FIELD TRIP LUNCHES
MURPHY, JERRED C	06/27/2024	74.94	SMART AND FINAL 929	1200	SNACKS, PAPER GOODS, COOKING CLUB SUPPLIES
MURPHY, JERRED C	06/26/2024	371.52	SAMS CLUB #6235	1200	SNACKS FOR SUMMER PROGRAM
MURPHY, JERRED C	06/21/2024	10.59	CROWN POINT VP & AUTO	1200	PROPANE FOR BBQ'S
ORAHOOD, SAMANTHA	06/13/2024	1,466.70	SAMSClub #6235	0100	SUMMER CAMP SUPPLIES
ORAHOOD, SAMANTHA	06/13/2024	262.26	SAMSClub #6235	0100	SUMMER CAMP SUPPLIES
ORAHOOD, SAMANTHA	06/12/2024	630.00	GROSSMONT CINEMA	0100	SUMMER CAMP MOVIE PASSES
ORAHOOD, SAMANTHA	06/12/2024	1,625.00	GROSSMONT CINEMA	0100	SUMMER CAMP MOVIE PASSES
ORAHOOD, SAMANTHA	06/12/2024	2,525.52	SAMS CLUB #6235	0100	SUMMER CAMP SUPPLIES
OWENS, TODD	06/05/2024	69.98	TRACTOR SUPPLY #2010	0100	STRAPS AND TIE OFF RINGS FOR PROMOTIONS
ROSA, JIM	06/04/2024	863.08	IN *THE MARIDEN CORPOR	0100	5TH GRADE T-SHIRTS - ESS IS PAYING FOR THEM
SUMMERS, KRISTIE	06/23/2024	66.37	SP COUNTRYSIDE BARN	1300	BASKETS FOR CATERING
SUMMERS, KRISTIE	06/23/2024	88.29	AUTOZONE #3341	1300	CLEANING PRODUCTS FOR TRUCKS
SUMMERS, KRISTIE	06/19/2024	12.36	THE UPS STORE 5262	1300	THUMB DRIVE
SUMMERS, KRISTIE	06/14/2024	24.06	ALBERTSONS #3202	1300	YOGURT FOR BREAKFAST
SUMMERS, KRISTIE	06/06/2024	297.61	MAMMA ROSAS PIZZA	1300	MEETING FOOD
SUMMERS, KRISTIE	06/06/2024	43.00	SCHOOL NUTRITION ASSOC	1300	SNA MEMBERSHIP - GUIDI
TAYLOR, RHONDA L	06/20/2024	94.58	SMART AND FINAL 930	0100	REFRESHMENTS FOR PRINCIPAL'S RETREAT 6/21/24
TAYLOR, RHONDA L	06/20/2024	165.23	MARECHIARO S ITALIAN R	0100	PTA COUNCIL END OF YEAR DINNER
WINSPEAR, NATALIE	06/28/2024	25.00	SAN DIEGO COUNTY SUPER	0100	EMILY OKERLUND K-6 BILITERACY SUMMER INSTITUTE
WINSPEAR, NATALIE	06/02/2024	503.19	MENDOCINO FARM 35 - MI	0100	ED SERVICES RETREAT LUNCH

15,419.39



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** August 2024  
8

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**Agenda Item:**

Approval of grant request for FFA program

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

Agricultural Career Technical Grant

**Fiscal Impact (Cost):**

Supports FFA career exploration

**Funding Source:**

[Click here to enter text.](#)

**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: <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> Adoption            |   |

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**Originating Department/School:** LMS

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**



\_\_\_\_\_  
**Principal/Department Head Signature**



\_\_\_\_\_  
**Rhonda Taylor, Superintendent**

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

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

# Application for Funding

## Agricultural Career Technical Education Incentive Grant Program Year 2024–25

**Project Duration: July 1, 2024, to June 30, 2025**

School Site: Lakeside Middle School

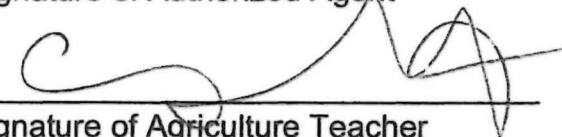
District: Lakeside Union School District

**Certification:**

I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

  
Signature of Authorized Agent

Assistant Superintendent  
Authorized Agent Title

  
Signature of Agriculture Teacher  
Responsible for Program

  
Signature of Principal

Agriculture Teacher Summer Contact Cell Number: 805-456-9352

Local Educational Agency (LEA) Board Approval Date: \_\_\_\_\_

Printed Name of Agriculture Teachers:

Audrey Y Lent  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

## **PART A – Base Level Funding**

In order to qualify for the Agriculture Education Incentive Grant an LEA must meet all the following criteria or provide a Variance approved by the Regional Supervisor for each criterion not met. All evidence must be included with the original application submitted to the Regional Supervisor.

**Note:** Stand-alone middle school programs will only be required to complete Part A.

- 1. Properly Credentialed Teachers:  
Log onto the California Commission on Teacher Credentialing (CTC) and provide printout of credentials or provide a copy of current credentials.
- 2. Professional Development:  
Provide printout from teacher journal in Agriculture Experience Tracker (AET) verifying professional development activities.
- 3. Course Sequence:  
Provide documents/evidence of at least one three-year course sequence.
- 4. Grading of Future Farmers of America (FFA) and Supervised Agricultural Experience Participation (SAE):  
Provide a copy of course syllabus identifying grading of FFA and SAE.
- 5. Alternative Credits:  
Submit description of at least one course meeting A-G, Dual Enrollment, Articulation, etc.
- 6. Future Farmers of America Constitution and By-Laws:  
Provide a copy of the current Chapter Constitution and Bylaws with the election of officers highlighted.
- 7. Future Farmers of America Meetings:  
Use meeting manager in AET or provide minutes for a minimum of six chapter meetings.
- 8. Agriculture Advisory Committee:  
Provide meeting minutes for two Agriculture Advisory Committee meetings.

Checking all the required criteria as being met qualifies the LEA for Part A funding. Verification of meeting each criterion must be provided to the Regional Supervisor.

## PART A – Base Level Funding (Continued)

Qualified Program (\$4,500) to each site		<u>\$ 4,500</u>
Number of Agriculture Teachers teaching at least one approved agriculture course?	<u>1</u>	
Teacher based funding (Number of teachers x \$500)		<u>500</u>
Number of Students as identified on the 2023-24 FFA Membership roster?	<u>94</u>	
Student based funding (Number of students x \$10)		<u>940</u>
Class size funding A (number of teachers meeting level A in all classes – 29-31 in classroom/23-25 in shop classes)	<u>0</u>	
Class size A funding (Number of teachers meeting level A class size x \$1,000)		<u>\$ 0.00</u>
Class size funding B (number of teachers meeting level B in all classes – 28 in classroom/22 in shop classes)	<u>0</u>	
Class size B funding (Number of teachers meeting level B class size x \$2,000)		<u>0</u>
<b>Total Part A Funding:</b>	<u>\$ 4,500.00</u>	

## PART B – Additional Funding

LEA's may qualify for additional funding based on their ability to meet specific classroom, leadership, and experiential learning (SAE) criteria. It is not necessary for a program to meet all criteria in each category to be eligible to receive additional funding. Verification of meeting criteria will be taken from entries in the AET. The AET report will be developed based on data as of June 30th. Funding in each section will be based on the number of points accumulated in that section. This report will be used to complete Part B and will be included as part of the application.

Based on the 2023-24 Agricultural Education Incentive Grant Report, and points accumulated, the LEA may qualify for base level funding through the classroom section, leadership section, and experiential learning (SAE) section.

An LEA shall qualify for Part B funding in each section if they meet the predetermined base level. Bonus funding is earned if a program exceeds the predetermined base level by twenty percent (20%). LEA's meeting the base level shall receive \$2,250 plus \$250 per qualified teacher. LEA's meeting the bonus level shall receive an additional \$2,250 plus an additional \$250 per qualified teacher.

**Note:** An LEA may qualify for Level A, Level B, or no funding in each section but shall not qualify for both funding levels in a section. Example: The LEA qualifies for Level A funding in the Classroom Section, Level B in the Leadership Section and no funding in the SAE section.

**PART B – Additional Funding (Continued)**

**Classroom Section**

Points Earned as Identified in the AET Report	26.1	
Level A Funding: (number of teachers x \$250) + \$2,250		0
Level B Funding: (number of teachers x \$500) + \$4,500		0
<b>Total Classroom Section Funding</b>		<b>\$ 0.00</b>

**Leadership Section**

Points Earned as Identified in the AET Report	641.1	
Level A Funding: (number of teachers x \$250) + \$2,250		2500
Level B Funding: (number of teachers x \$500) + \$4,500		0
<b>Total Leadership Section Funding</b>		<b>\$ 0.00</b>

**Experiential Learning SAE Section**

Points Earned as Identified in the AET Report	313.2	
Level A Funding: (number of teachers x \$250) + \$2,250		0
Level B Funding: (number of teachers x \$500) + \$4,500		0
<b>Total Experiential Learning SAE Section</b>		<b>\$ 0.00</b>

**Total Part B Funding:**           \$ 0.00          

**Part C – Program Funding**

LEAs may qualify for additional funding based on their ability to meet specific program criteria. To qualify for Program Funding, a program must show evidence of meeting all criteria identified. Evidence must be submitted at the time the original application is submitted to the Region Supervisor.

**Part C – Program Funding (Continued)**

To qualify for Part C Program Funding, a site must show evidence of meeting the following. If any item is not met, the program is not eligible to apply for Part C funding.

- Each teacher (50 percent of their teaching load in agriculture) must have participated in eight approved professional development activities.
- Agenda and Minutes for three Agriculture Education Advisory Committee meetings.
- Each teacher (50 percent of their teaching load in agriculture) must have an extended contract and/or a project supervision period. The project supervision period must be in addition to the provided prep period.

If a program has met the three required criteria, they are eligible for funding and must complete the following Sections.

**Section A – Earn one point for each criterion met.**

- Held an FFA Officer team retreat or other planning activity prior to the start of school and continued to hold meetings during the year to plan FFA activities.
- In addition to the Agricultural Education Advisory Committee, the program has an Agriculture Boosters Club and/or an FFA Alumni Chapter.
- Program hosted a Student Teacher.

**Total Points Section A:** 2  
**(3 Points Possible)**

**Section B – Earn points based on AET California Ag CTE Incentive Grant Application Report. Points Earned as Identified in the AET Report for D–Program:** 120.9

**Total Points Section B:** 122.9  
**(Section A + Section B Points)**

Level A Funding: (\$5,000)	<u>0</u>
Level B Funding: (\$7,500)	<u>0</u>
<b>Total Part C Funding:</b>	<b>\$ 0.00</b>
Part A Base Level Funding:	<u>\$ 4,500.00</u>
Part B Additional Funding:	<u>2500</u>
Part C Program Funding:	<u>\$ 0.00</u>

**Grand Total Funding:** 7000

# 2024 Ag Incentive Grant Lakeside-Lakeside Middle

CA0584

5: 26

Start Date  
7/1/2023

End Date  
6/30/2024

## Program/Chapter Information (current):

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FFA Chapter

CA0584  
Lakeside-Lakeside Middle  
California Southern Region

School

Lakeside Middle School  
11833 Woodside Ave  
Lakeside CA 92040

Ag Phone

619-390-2636 ext 3002

NCES Codes

NCES ID	School Name	City
062079002494	LAKESIDE MIDDLE	Lakeside

## Teacher Information (current):

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Name	FFAID	Profile %	Responsibility	Certification
Audrey Lent	604240037	100%	Dept Head	Traditionally Certified

## Cover Page Check:

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Item	Value
All Teachers have 100% base profile (excludes student teacher)	MET
All Teachers have a current certification listed	MET
School Designation is completed (NCES School #)	MET

## A. Classroom

Criteria	Name	Achieved	Cohort	Measurement	Evaluation
1. Freshmen Retention: Percentage of Freshmen cohort that completed three years of agriculture education enrollment.	Freshmen 2020-21		0	NaN	(x3) NaN
2. Graduation: Percentage of graduates who were enrolled in agriculture education courses all four years of high school.	Seniors 2023-24		0	NaN	(x3) NaN
3. Pathway Completers: Percentage of students who are Pathway Completers.	Seniors 2023-24		0	NaN	(x3) NaN
4. Student Certification: Percentage of students who complete approved Industry Validated Certifications.	Total	15	94	15.9%	(x3) 47.7
5. Articulated or Dual Enrolled: Percentage of students who complete a course that is Articulated or Dual Enrolled with a community college.	All Students	0	94	0.0%	(x1) 0.0
D6. Number of Seniors completing graduate exit survey	Seniors 2023-24		0	NaN	(x1) NaN
				<b>Total</b>	<b>NaN</b>
7. Percent of teachers with largest class at ...	Size B	0	1	0.0%	(x1)
	Size A	0	1	0.0%	(x0.5)
	Size C	1	1	100.0%	(x0)



## B. Leadership

Criteria	Name	Achieved	Cohort	Measurement	Evaluation
1. FFA Activities: Percentage of different members that participated in at least two local FFA activities.	Enrolled 2023-24	81	94	86.1%	(x3) 258.3
2. Percentage of members that participated in at least one FFA activity above the chapter level (All Grades).	Enrolled 2023-24	58	94	61.7%	(x2) 123.4
4. Community Service: Percentage of different members that participated in at least one Community Service activity (All Grades)	Enrolled 2023-24	33	94	35.1%	(x3) 105.3
6. Leadership and Career Development Events participation above chapter level (All Grades).	Enrolled 2023-24	27	94	28.7%	(x3) 86.1
7. Leadership and Career Development Events participation at State/National (All Grades).	Enrolled 2023-24	1	94	0.01%	(x1) 0.01
8. Leadership Conferences: Percentage of members who participated in a Section or Region FFA sponsored Leadership Conference.	Enrolled 2023-24	50	94	53.2%	(x1) 53.2
9. Percentage of members who participated in a State or National FFA sponsored Leadership Conference.	Enrolled 2023-24	14	94	14.8%	(x1) 14.8
				<b>Total</b>	<b>641.1</b>

## C. SAE

Criteria	Name	Achieved	Cohort	Measurement	Evaluation
1. Number of Students with SAE Supervision/Assessments	Enrolled 2023-24	0	94	0.0%	(x5) 0.0
3. Percent of first-year students with active (>10hrs) SAE	Enrolled 2023-24	5	73	.07%	(x5) 0.35
5. Percent of continuing students with an active (>50hrs) Immersion SAE	Enrolled 2023-24	1	21	4.8%	(x5) 23.8
6. Percent Skill development: Students with SAE skills documented	Enrolled 2023-24	54	94	57.4%	(x5) 287
7. Skill development: Ave. number of SAE skills documented per student	Enrolled 2023-24			2.0	(x1) 2.0
8. SAE Awards: Percent of students with engagement in FFA Awards (State, American, Prof. Apps, AgSci. Fair) -All Students	Enrolled 2023-24	0	94	0.0%	(x5) 0.0
				<b>Total</b>	<b>313.2</b>

## D. Program

Criteria	Name	Achieved	Cohort	Measurement	Evaluation
1. Number of teachers participating in activities (teacher journal)	State PD	1	1	100.0%	(x0.1) 10.0
	Comm Srv	1	1	100.0%	(x0.1) 10.0
	CDE/LDE Coach	1	1	100.0%	(x0.1) 10.0
	Comp/Conv	1	1	100.0%	(x0.1) 10.0
	SAE Visits	1	1	100.0%	(x0.1) 10.0
	Chap Mgmt	1	1	100.0%	(x0.1) 10.0
	Adv/Alum	0	1	0.0%	(x0.1) 0.0
	Fac Maint.	1	1	100.0%	(x0.1) 10.0
B10. FFA Activity Engagement Parity by Gender: percent discrepancy of engaged students versus Ag Program enrollment.	Total Disc.			0.450	30
C9. SAE Engagement Parity by Gender: percent discrepancy of engaged students versus Ag Program enrollment.	Total Disc.			11.484	0
B11. FFA Activity Engagement Parity by Ethnicity: percent discrepancy of engaged students versus Ag Program enrollment.	Total Disc.			3.086	15
C10. SAE Engagement Parity by Ethnicity: percent discrepancy of engaged students versus Ag Program enrollment.	Total Disc.			7.390	0
7. Three-Circle Model	All three circles	105	16994	5.9%	5.9
				<b>Total</b>	<b>120.9</b>

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date: August 8, 2024**

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**Agenda Item:**

Destruction of Class 3 Level Records

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

Acceptance is requested of the destruction of records considered to be Class 3. These records (see attached list) have been retained for the legal period of time as per Article 2, Sections 16023-16028 of Title 5, California Code of Regulations. There is no further need to retain these records for use in the district.

**Fiscal Impact (Cost):**

N/A

**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> <a href="#">Click here to enter text.</a> |
| <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** \_\_\_\_\_

### Destruction of Records July 2024

Box Number	Contents	Level Record	Years Retained	Date Destroyed
1080	2019-20 Terminated Benefit Files	3	4 years	7/2024
1081	S-Z Invoices 2019-20 Fund 1200, Accruals 18/19	3	4 years	7/2024
1082	J-S Invoices 2019-20	3	4 years	7/2024
1083	A-I Invoices 2019-20	3	4 years	7/2024
1084	Food Services Invoices 2019-20	3	4 years	7/2024
1085	Deposits 2019-20	3	4 years	7/2024
1092	MFED Pcards 2019-2020	3	4 years	7/1/2024

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** August 8, 2024

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**Agenda Item:**

Approve Change Orders to GEM Central Kitchen Project

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

Approval is requested to the GEM Kitchen Project, Change Order #'s:

C/O #3	Extra cost to add pigmented colored EC-11 as a primer coat & base coat in lieu of EC-11 clear	\$1767.15
C/O #4	Install FRP at sink location	\$1263.54
C/O #5	Install stainless steel behind double ovens	\$1095.15
C/O #6	Install hood skirt	\$4235.04

Total of Change Orders is \$8,360.88

**Fiscal Impact (Cost):**

\$8,360.88

**Funding Source:**

Fund 40: Special Reserve Capital Outlay Projects

**Addresses Emphasis Goal(s):**

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

**Recommended Action:**

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

---

**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** \_\_\_\_\_

**GEM  
Industrial Inc**

General Contractor Lice # 235465 B C10  
16902 Rio Maria Rd, Lakeside, CA 92040  
(858) 486-1758 (858) 668-0609 Fax

**Change Order Request**

From: Doug MacLachlan

Date: 3/14/2024

C.O.R. #: 3

**Job Name:**

**RFI #**        **or PCO #**       

**Description:** Extra cost to add pegmented colored EC-11 as a primer coat and base coat in lieu of EC-11 clear

	<b>EXTRA:</b>	<b>CREDIT:</b>
1.		\$0.00
2. Burden @ 33%	\$0.00	\$0.00
3. Labor Total:	\$0.00	\$0.00
4. Material w/ Tax:		\$0.00
5. Tool & Equipment:		\$0.00
6. Subtotal	\$0.00	\$0.00
7. General Contractor's overhead and Profit not to exceed 15% of item # 6 if contractor performed the work.	\$0.00	\$0.00
8. Subcontractor Cost:	\$1,650.00	\$0.00
9. If subcontractor preformed the work General Contractor's Overhead & Profit not exceed 5% of item 8.	\$82.50	\$0.00
10 Subtotal:	\$1,732.50	\$0.00
11 Bond not to exceed 2% of item #10:	\$34.65	\$0.00
12 <b>TOTAL:</b>	<b>\$1,767.15</b>	
<b>Total Change Order:</b>	<b>\$1,767.15</b>	

**APPROVED:**

*Dennis Lortie PM*

Date: 03/18/2024

*Douglas MacLachlan* Date: 3/14/2024  
Contractor



**MAGNESITE SPECIALTIES, INC.**

8686 Production Ave., Suite A, San Diego, CA 92121-2207 • License # 397738  
(858) 578-4186 • Fax (858) 578-0293 • www.magnesitespecialties.com

**Customer:** GEM Industrial, Inc.  
Annette Lane-Asst PM  
16902 Rio Maria Road  
Lakeside, CA 92040  
**Ph:** (858) 486-1758  
**Fx:** (858) 668-0609

**C/O Date:** Wednesday, March 13, 2024  
**Job:** Lakeside USD-Central Kitchen  
12335 Woodside Ave  
Lakeside, CA 92040

**Site Contact:** Doug Jr.  
**Phone:**  
**Mbl/Pgr:** (619) 954-4002

**Proposal #:** 30194      **C/O #:** 7930

**Customer's C/O #:** 1

**MapCode:**

**C/O Estimator:** Nick Tyree  
nickt@magnesitespecialties.com

**Cross Street:**

**CHANGE ORDER**

**Extra Work to be Performed:**                      **Extra Work Requested By:** Annette


At existing kitchen floor install pigmented colored EC-11 as a primer coat and base coat in lieu of EC-11 clear.

<u>Description</u>	<u>Unit</u>	<u># Units</u>	<u>\$ per Unit</u>	<u>Sub Total</u>
Pigmented Base Coat	1	1	1,650.00	\$1,650.00
<b>Change Order Total:</b>				<b>\$1,650.00</b>

**CHANGES APPROVED**

By \_\_\_\_\_ Date \_\_\_\_\_  
(Contractor)

Print Name: \_\_\_\_\_

By  \_\_\_\_\_ Date \_\_\_\_\_  
(Owner)

Print Name: \_\_\_\_\_

Original Contract Price:	\$46,000.00
This Change Order:	\$1,650.00
Approved Change Orders:	\$0.00
<b>Total Contract And Extras:</b>	<b>\$47,650.00</b>

If Owner's approval is not obtained, Contractor promises to pay amount of change order to Magnesite Specialties, Inc..

**Please sign and return original CHANGE ORDER to our office.**



**GEM  
Industrial Inc**

General Contractor Lice # 235465 B C10  
16902 Rio Maria Rd, Lakeside, CA 92040  
(858) 486-1758 (858) 668-0609 Fax

Change Order Request

From: Doug MacLachlan Date: 4/5/2024

C.O.R. #: 4

**Job Name:** Central Kitchen

**RFI #**        **or PCO #**       

**Description:** Install FRP at sink location

05/22/24 APPROVED  
D.L. TCM - No Exceptions  
Taken - Not specified on  
project plans

	<b>EXTRA:</b>	<b>CREDIT:</b>
1. Labor	\$486.44	\$0.00
2. Burden @ 33%	\$160.53	\$0.00
3. Labor Total:	\$646.97	\$0.00
4. Material w/ Tax:	\$430.22	\$0.00
5. Tool & Equipment:		\$0.00
6. Subtotal	\$1,077.19	\$0.00
7. General Contractor's overhead and Profit not to exceed 15% of item # 6 if contractor performed the work.	\$161.58	\$0.00
8. Subcontractor Cost:		\$0.00
9. If subcontractor performed the work General Contractor's Overhead & Profit not exceed 5% of item 8.	\$0.00	\$0.00
10 Subtotal:	\$1,238.76	\$0.00
11 Bond not to exceed 2% of item #10:	\$24.78	\$0.00
12 <b>TOTAL:</b>	\$1,263.54	
<b>Total Change Order:</b>	<b>\$1,263.54</b>	

**APPROVED:** \_\_\_\_\_ Date: 5-21-24

*Douglas MacLachlan* Date: 4/5/24  
Contractor

Project: LUSD Central Kitchen

Task	Labor	Labor Cost	Material	Material Cost	Equipment	Equipment Cost	Subcontract Cost
Install FRP	Carpenter OT (\$97.74 X 6 Hours)	\$ 586.44	FRP & Adhesive	\$ 430.22			
		\$ 586.44		\$ 430.22		\$ -	\$ -



**Foundation Building Materials**  
Return Service Requested

Branch 74  
1120 W MISSION AVE  
ESCONDIDO, CA 92025-1663  
Ph: (760) 741-3202

**INVOICE**

<b>Invoice Number</b> 10473092-00	<b>Invoice Date</b> 03/21/2024	<b>Due Date</b> 04/30/2024
<b>Customer PO</b> LAKESIDE KITCHEN		<b>Placed By</b> JORGE
<b>Terms</b> 1% 10TH NEOM		<b>Page #</b> 1 of 1

**Bill To : 421822**  
GEM INDUSTRIAL ELECTRIC INC  
16902 RIO MARIA RD  
LAKESIDE CA 92040

**PLEASE REMIT ALL PAYMENTS TO**  
→ **FOUNDATION BUILDING MATERIALS** ←  
**PO BOX 740862**  
**LOS ANGELES, CA 90074-0862**

**Ship To : MISC**  
GEM INDUSTRIAL ELECTRIC INC  
16902 RIO MARIA RD  
LAKESIDE, CA 92040  
(858) 486-1758

<b>Order Date</b> 03/21/2024	<b>Order Taken By</b> Flores, Nick	<b>Sales Rep</b> 347 House Account	<b>Ship Via</b> Cust Pick Up	<b>Ship Date</b> 03/21/2024	<b>Job Number / Name</b>
<b>Shipping Instructions</b>			<b>Reference</b>		

Qty Ordered	Qty Shipped	Sell Unit	Product and Description	Price Unit Qty	Unit Price	Price UOM	Net Amount Due
3.00	3.00	SHT	FRPWH-8-NUD FRP NUDO PANEL 4X8 "C" 090 PEBBLED WHITE	0.096	2,650.00	MSF	254.40
7.00	7.00	PC	FRPWH-CM10-NUD NUDO V1 090 END CAP 10' WHITE	7.000	3.75	PC	26.25
2.00	2.00	PC	FRPWH-HDDB10-NUD NUDO V3WF WIDE FLANGE DIVISON BAR 10' WHITE	2.000	5.25	PC	10.50
1.00	1.00	PAIL	TTB-4054 TITEBOND 4054 SF GC FRP ADHESIVE 4GAL	1.000	96.50	PAIL	96.50
<b>Subtotal</b>							<b>387.65</b>
<b>Freight 3</b>							<b>11.63</b>
<b>Taxes</b>							<b>30.94</b>
<b>Total</b>							<b>430.22</b>

**Please reference the Invoice number with your payment**

If Payment is received by 4/10/24 you may deduct 3.88 if paid by ACH/EFT or Check  
A finance charge of 1-1/2% per month (18% per year) will be charged on all past due accounts. All past due credit card payments are subject to a surcharge of 2% of the total amount charged. ALL claims and returned goods MUST be accompanied with the appropriate paperwork. Job access is the contractor's responsibility including ingress and egress. Subject to FBM Terms and Conditions <http://www.fbmsales.com/FBM-CREDIT>  
California Customers: Title passes F.O.B. warehouse on pickups. Title passes F.O.B. curbside before stocking and spreading when delivered.

**Manage your orders and account at [MyFBM.com](http://MyFBM.com)**

*Thank you for your Business*

**GEM  
Industrial Inc**

General Contractor Lice # 235465 B C10  
16902 Rio Maria Rd, Lakeside, CA 92040  
(858) 486-1758 (858) 668-0609 Fax

**Change Order Request**

From: Doug MacLachlan

Date: 4/5/2024

C.O.R. #: 5

**Job Name:** Central Kitchen

**RFI #**      **or PCO #**     

**Description:** Install stainless steel behind double ovens

05/22/24 **APPROVED**  
D.L. TCM - No Exceptions  
Taken - Beyond GEM  
Scope

	<b>EXTRA:</b>	<b>CREDIT:</b>
1. Labor	\$551.60	\$0.00
2. Burden @ 33%	\$182.03	\$0.00
3. Labor Total:	\$733.63	\$0.00
4. Material w/ Tax:		\$0.00
5. Tool & Equipment:	\$200.00	\$0.00
6. Subtotal	\$933.63	\$0.00
7. General Contractor's overhead and Profit not to exceed 15% of item # 6 if contractor performed the work.	\$140.04	\$0.00
8. Subcontractor Cost:		\$0.00
9. If subcontractor preformed the work General Contractor's Overhead & Profit not exceed 5% of item 8.	\$0.00	\$0.00
10 Subtotal:	\$1,073.67	\$0.00
11 Bond not to exceed 2% of item #10:	\$21.47	\$0.00
12 <b>TOTAL:</b>	\$1,095.15	
<b>Total Change Order:</b>	<b>\$1,095.15</b>	

**APPROVED:**  
 Date: 5-21-24

Douglas MacLachlan Date: 4/5/2024  
Contractor

Project: LUSD Central Kitchen

Task	Labor	Labor Cost	Material	Material Cost	Equipment	Equipment Cost	Subcontract Cost
Cut and Install Stainless Steel	Carpenter (\$68.96 X 8 Hours)	\$ 551.60			Truck and Toolage	\$ 200.00	
		\$ 551.60		\$ -		\$ 200.00	\$ -

**GEM  
Industrial Inc**

General Contractor Lice # 235465 B C10  
16902 Rio Maria Rd, Lakeside, CA 92040  
(858) 486-1758 (858) 668-0609 Fax

**Change Order Request**

From: Doug MacLachlan Date: 4/5/2024

C.O.R. #: 6

**Job Name:**

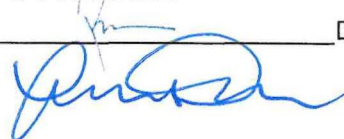
**RFI #**        **or PCO #**       


**Description:** Install hood skirt

05/22/24 **APPROVED**  
D.L. TCM - No Exceptions  
Taken - Beyond GEM  
Scope

	<b>EXTRA:</b>	<b>CREDIT:</b>
1. Labor	\$702.65	\$0.00
2. Burden @ 33%	\$231.87	\$0.00
3. Labor Total:	\$934.52	\$0.00
4. Material w/ Tax:	\$1,815.04	\$0.00
5. Tool & Equipment:	\$450.00	\$0.00
6. Subtotal	\$3,199.56	\$0.00
7. General Contractor's overhead and Profit not to exceed 15% of item # 6 if contractor performed the work.	\$479.93	\$0.00
8. Subcontractor Cost: Finest City	\$450.00	\$0.00
9. If subcontractor preformed the work General Contractor's Overhead & Profit not exceed 5% of item 8.	\$22.50	\$0.00
10 Subtotal:	\$4,152.00	\$0.00
11 Bond not to exceed 2% of item #10:	\$83.04	\$0.00
12 <b>TOTAL:</b>	\$4,235.04	
<b>Total Change Order:</b>	<b>\$4,235.04</b>	

**APPROVED:**

 Date: 5-21-24

 Date: 4/9/2024  
Contractor

Project: LUSD Central Kitchen							
Task	Labor	Labor Cost	Material	Material Cost	Equipment	Equipment Cost	Subcontract Cost
<b>Install Hood Skirt</b>	Carpenter OT (\$38.96 X 8 Hours)	\$ 311.68	Economy	\$ 1,815.04	Scissor Lift (\$125.00 X 2 Days)	\$ 250.00	
	Carpenter OT (\$97.74 X 4 Hours)	\$ 390.96			Truck and Toolage	\$ 200.00	
							\$ 450.00
		\$ 702.64		\$ 1,815.04		\$ 450.00	\$ 450.00

**Date: 3/21/24**

**Project Name: Lakeside Kitchen**

**Location: 12335 Woodside Ave. Lakeside**

**Contractor: GEM**

**Attn: Annette**



Description	Total
<u>Acoustic Ceilings</u>	
Tie in at kitchen hood	\$450
Material increase	\$635
<b>TOTAL</b>	<b>\$1,085</b>

Any alteration of deviation from the above specifications involving extra costs will be executed only upon project manager's authorization of written orders, and will become an extra charge NOT conditioned upon payment from Owner to General Contractor. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, earthquake and other necessary insurance. Owner is to provide security for jobsite to protect against theft. Proposals are valid up to 30 days beyond origination. All work to be conducted during normal business hours. No seismic upgrades or wires for mechanical/conduit included unless otherwise noted. Special inspections, testing and permits not included.





**RESTAURANT EQUIPMENT & SUPPLY CO.**  
 Suppliers, Designers, and Consultants to the Foodservice Industry  
 WWW.ECONOMYRESTAURANTEQUIP.COM

A Proud Partner

# Quote

03/28/2024

**SOLD TO:**  
 GEM Industrial  
 Annette Lane  
 16902 Rio Maria Rd.  
 Lakeside, CA 92040  
 8584861758 (Contact)  
 8586680609 (Fax)  
 annette@gemindustrialinc.com  
 Project Code: CC196030

**SHIP TO:**  
 GEM Industrial  
 LAKESIDE SCHOOL DISTRICT  
 Lakeside, CA

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

Item Qty	Description	SELL	SELL Total
1 1 ea	<b>HOOD SKIRT</b> Custom Model No. CUSTOM Custom Stainless Steel fabrication, hood skirt, 74" x 85 1/8" x 30" high (3 sided).	1,536.00	1,536.00
		<b>ITEM TOTAL:</b>	<b>1,536.00</b>
2	<b>C.O.D.</b>		
		Merchandise	1,536.00
		Freight	160.00
		Tax 7.75%	119.04
		<b>Total</b>	<b>1,815.04</b>

Acceptance: Doug Maclachlan Date: 03/28/2024 11:23:28 AM PDT  
 Printed Name: Doug Maclachlan

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date: August 8, 2024**

---

**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 varies 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> <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> <b>Adoption</b>            |  |

---

**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** \_\_\_\_\_

San Diego Global Education Institute	Mandarin Language Teaching Assistants	V2025-48	SPED	7/1/2024	6/30/2025	\$15,000.00
Royal Lines Charter	Addendum of 1 yr Extension of contract w/ 6% Increase	A2425	BS	7/1/2024	6/30/2025	6% Increase
Verbal Behavior Associates (VBA)	Nonpublic Master Contract	V2025-49	SPED	7/1/2024	6/30/2025	See Appendix A, B, C for rates
Aseltine School	Nonpublic Master Contract	V2025-50	SPED	7/1/2024	6/30/2025	See Appendix A, B, C for rates
All Weather A/C & Heating	Exhibit A Remove/Replace Electrical Upgrade	C2025-001	MAINT	7/1/2024	7/11/2024	\$15,500.00
PIQE	P-3 Family Literacy Program	V2025-51	PUPIL SERVICES	1/28/2025	3/18/2025	\$2,500.00
McAlister Institute (East Teen Recovery Center)	Alcohol & Drug Treatment (SEE MOU)	I2025-10	SPED	7/1/2024	6/30/2025	N/A
Jennifer Collado-Perez	Family Mileage Reimbursement (The Koonings Center)	T2025-003	SPED	7/1/2024	6/30/2025	67 Cents per mile
3Strands Global Foundation	15 Minutes of summer safety tips online to LMS students	I2025-11	LMS	6/6/2024	6/6/2024	\$125.00
San Diego Center for Children and East County Outpatient Counseling Program	Provide Mental Health Services	V2025-55	SPED	8/1/2025	6/30/2025	
East County SELPA Nonpublic (NPS) Ascend Rehab Services, Inc.	Individual Service Agreement (ISA) (IEP) (IFSP)	V2025-53	SPED	7/1/2024	6/30/2025	See Appendix B for rates
East County SELPA Nonpublic (NPS) Specialized Therapy Services	Individual Service Agreement (ISA) (IEP) (IFSP)	V2025-54	SPED	7/1/2024	6/30/2025	See Appendix B for rates
Center for Behavioral Change	CBC - Non Public School/ LUSD to provide breakfast & lunch	V2025-56	Child Nutrition	7/1/2024	6/30/2025	Breakfast \$3/ Lunch \$4

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** August 8, 2024

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**Agenda Item:**

First Reading of Policy 2121: Superintendent's Contract

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

A First reading is requested of Policy 2121: Superintendent's Contract with the following changes proposed: Policy updated to delete a portion of the language related to limitations for discussing superintendent salary or other compensation in closed session as this material exists in other policy materials. Additionally, policy updated to reflect NEW LAW (SB 494, 2023) prohibiting a governing board from taking action to terminate a superintendent under specified conditions.

**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> <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> <b>Adoption</b>      |  |

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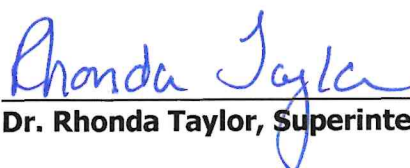
**Originating Department/School:** Superintendent

**Submitted/Recommended By:**



Rachel Camarero, Executive Assistant

**Approved for Submission to the Governing Board:**



Dr. Rhonda Taylor, Superintendent

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

**SUPERINTENDENT'S CONTRACT**

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together as a governance team to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need value for of stability in district administration and shall ensure the best use of district resources, and the Board's duty to ensure accountability to the public for the performance of the district's schools.

*(ef. 0200—Goals for the School District)*  
*(ef. 2120—Superintendent Recruitment and Selection)*  
*(ef. 4312.1—Contracts)*  
*(ef. 9000—Role of the Board)*

The contract shall be reviewed by the district's-district legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031
2. Length of the work year and hours of work
3. Salary, health and welfare benefits, and other compensation for the position, including a statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board

*(ef. 4154/4254/4354—Health and Welfare Benefits)*

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

*(ef. 3350—Travel Expenses)*

The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the Superintendent's use of his/her a personal vehicle.

*(ef. 4040—Employee Use of Technology)*

5. Vacation, illness and injury leave, and personal leaves

*(ef. 4161/4261/4361—Leave)*  
*(ef. 4161.1/4361.1—Personal Leaves)*  
*(ef. 4161.2/4261.2/4361.2—Personal Leaves)*  
*(ef. 4161.5/4261.5/4361.5—Military Leave)*  
*(ef. 4161.8/4261.8/4361.8—Family Care and Medical Leave)*

**SUPERINTENDENT'S CONTRACT** (continued)

**6. Professional Development**

~~6.7.~~ General duties and responsibilities of the position

*(cf. 2110—Superintendent Responsibilities and Duties)*

~~7.8.~~ Criteria, process, and procedure for annual evaluation of the Superintendent

*(cf. 2140—Evaluation of the Superintendent)*

~~8.~~ A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board

9. A statement that there shall be no automatic renewal or extension of the contract, although the Board ~~can~~ **may** enter into a new contract with the Superintendent prior to the expiration of the existing contract

10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 calendar days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in writing and in a timely manner of the requirement to give notice

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

11. ~~The~~ **C**onditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date

12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent's ~~in his/her~~ official capacity in the performance of ~~duties related to his/her employment~~ **employment-related duties**

The Board may deliberate about terms of the contracts in closed session at a regular meeting. However, discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s) as permitted under Government Code 54957.6 (the "labor exception"), for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. Such deliberations shall not be held during a special meeting. (Government Code 54956, 54957, 54957.6)

**SUPERINTENDENT'S CONTRACT** (continued)

~~The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.~~

~~(cf. 9320—Meetings and Notices)  
 (cf. 9321—Closed Session Purposes and Agendas)  
 (cf. 9321.1—Closed Session Actions and Reports)~~

Terms of the contract shall remain confidential until the ratification process commences.

~~(cf. 9011—Disclosure of Confidential/Privileged Information)~~

The Board shall take final action on the Superintendent's contract during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendations for the final action on the Superintendent's salary or compensation in the form of fringe benefits. (Government code 3511.1, 53262, 54953)

Copies of the contract and other public records created or received in the process of developing the recommendations related to the Superintendent's salary, benefits, and other compensation shall be available to the public upon request. (Government Code 53262, 54953, 54957.6)

~~(cf. 1340—Access to District Records)  
 (cf. 3580—District Records)~~

**Termination of Contract**

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

In such an event, ~~any~~ **the** maximum cash settlement that the Superintendent may receive upon termination of the contract shall not exceed ~~his/her~~ **the Superintendent's** monthly salary multiplied by the number of months left on the contract, ~~or, if the unexpired term of the contract is more than 18 months, the maximum cash settlement shall not exceed the~~ **or the** Superintendent's monthly salary multiplied by 12, **whichever is less.** (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

**SUPERINTENDENT'S CONTRACT** (continued)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she **the Superintendent** shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her ~~defense~~ **defending the Superintendent** against a crime involving his/her **the Superintendent's** office or position. (Government Code ~~53243-53243.4~~, 53260)

The Board shall not take action to terminate the Superintendent without cause at a special or emergency meeting of the Board. (Education Code 35150)

Additionally, the Board shall not take action to terminate the Superintendent without cause or within 30 days after the first convening of the Board after an election at which one or more Board members are elected or recalled. (Education Code 35150)

However, the Board may take action to terminate the Superintendent without cause at a regular meeting during any month in which a regular meeting of the Board is not scheduled. (Education Code 35150)

**State**

Ed. Code 35031

Ed. Code 35150

Ed. Code 41325-41328

Gov. Code 3511.1-3511.2

Gov. Code 53243-53243.4

Gov. Code 53260-53264

Gov. Code 54953

Gov. Code 54954

Gov. Code 54956

Gov. Code 54957

Gov. Code 54957.1

Gov. Code 54957.6

Gov. Code 7920.000-7930.215

**Federal**

26 CFR 1.105-11

26 USC 105

42 USC 300gg-16

**Management Resources**

Attorney General Opinion

Attorney General Publication

**Description**[Term of employment](#)

Termination of superintendent

[Conditions of emergency apportionment](#)[Local agency executives](#)[Abuse of office](#)[Employment contracts](#)[Oral summary of recommended salary and benefits of superintendent](#)[Time and place of regular meetings](#)[Special meetings](#)[Closed session personnel matters](#)[Closed session; public report of action taken](#)[Closed sessions regarding employee matters](#)[California Public Records Act](#)**Description**

Self-insured medical reimbursement plan

Self-insured medical reimbursement plan; definition of highly compensated individual

Group health plan; nondiscrimination in favor of highly compensated individuals

**Description**

57 Ops. Cal. Atty. Gen. 209 (1974)

The Brown Act: Open Meetings for Legislative Bodies rev. 2003



Court Decision

San Diego Union v. City Council (1983) 146 Cal.App.3d 947

CSBA Publication  
Website

Superintendent Contract Template

[CSBA District and County Office of Education Legal Services](#)

Website

[California Office of the Attorney General](#)

Website

[Association of California School Administrators](#)

Website

[CSBA](#)

**Cross References**

**Code**

**Description**

0200

Goals For The School District

0460

Local Control And Accountability Plan

0460

Local Control And Accountability Plan

1340

Access To District Records

1340

Access To District Records

2110

Superintendent Responsibilities And Duties

2120

Superintendent Recruitment And Selection

2140

Evaluation Of The Superintendent

2210

Administrative Discretion Regarding Board Policy

3312

Contracts

3350

Travel Expenses

3580

District Records

3580

District Records

4040

Employee Use Of Technology

4040

Employee Use Of Technology

4112.9

Employee Notifications

4112.9

Employee Notifications

4117.5

Termination Agreements

4161

Leaves

4161

Leaves

4161.1

Personal Illness/Injury Leave

4161.2

Personal Leaves

4161.5

Military Leave

4161.8

Family Care And Medical Leave

4212.9

Employee Notifications

4212.9

Employee Notifications

4217.5

Termination Agreements

4254

Health And Welfare Benefits

4254

Health And Welfare Benefits

4261

Leaves

4261

Leaves

4261.2

Personal Leaves

4261.5

Military Leave

4261.8

Family Care And Medical Leave

4312.1

Contracts

4312.9

Employee Notifications

4312.9	Employee Notifications
4317.5	Termination Agreements
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
4361.5	Military Leave
4361.8	Family Care And Medical Leave
9000	Role Of The Board
9011	Disclosure Of Confidential/Privileged Information
9124	Attorney
9320	Meetings And Notices
9321	Closed Session
9321	Closed Session
9321	Closed Session
9323.2	Actions By The Board
9323.2	Actions By The Board

adopted: September 17, 2012  
revised: ~~October 12, 2017~~

**LAKESIDE UNION SCHOOL DISTRICT**  
Lakeside, California

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** August 8, 2024

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**Agenda Item:**

First Reading of Board Policy 6163.1: Library Media Centers

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

A First reading is requested of Board Policy 6163.1: Library Media Centers. Policy updated to expand the first philosophical paragraph regarding the Governing Board's recognition of how school libraries support the educational program and the Board's desire for books and other resources that are stocked in school libraries. Policy also updated to reflect NEW LAW (AB 1078, 2023) which clarifies when it is unlawful discrimination for the Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (2) requires the California Department of Education (CDE) to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant, (3) requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, and (4) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Additionally, policy updated in regard to the criteria for evaluation of the condition and use of school libraries to add (1) that the quality of the collection at each library include types of materials (fiction, non-fiction, newspapers, magazines, encyclopedias, materials in other languages, and reference materials), alignment with curriculum, and provision of a broad spectrum of knowledge and viewpoints, and (2) that principals, teachers, and library personnel have knowledge of the process to follow when a library material(s) is challenged

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

[Click here to enter text.](#)

**Addresses Emphasis Goal(s):**

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**#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** \_\_\_\_\_

## LIBRARY MEDIA CENTERS

The Governing Board recognizes that school ~~library~~ **libraries media centers** support the educational program by providing access to a variety of informational **and supplemental** resources **that can inspire a love of reading, stimulate thought, the exploration of ideas and intellectual exchanges, and contribute to the academic achievement of all students.** The Board desires ~~that to provide~~ school libraries **be stocked** with up-to-date books, reference materials, and electronic information resources necessary to promote literacy, support ~~students in achieving~~ academic standards, **contain a broad spectrum of knowledge and viewpoints, accurately reflect and value society's diversity,** and prepare students to become lifelong learners.

*(ef. 0440—District Technology Plan)  
 (ef. 6011—Academic Standards)  
 (ef. 6161—Equipment, Books and Materials)  
 (ef. 6163.4—Student Use of Technology)  
 (ef. 7110—Facilities Master Plan)*

## Hours of Operation

School libraries shall be open for use by students and teachers during the school day. (Education Code 18103)

## Library Plan

~~Whenever a school receives state funding for school and library improvement pursuant to Education Code 41570–41573, the school site council shall develop a single plan for student achievement which incorporates a districtwide plan for school libraries. (Education Code 41572)~~

*(ef. 0420—School Plans/Site Councils)*

## Selection and Evaluation of School Library Materials

Library materials shall include print and electronic resources that align with the curriculum and are accessible to students with varying cognitive **and/or** language needs.

~~Teacher librarians~~ **Library materials shall be selected and evaluated through a process that and select materials in accordance with law, Board policy, and administrative regulation and shall use professional selection aids and standards.** The selection process shall invites recommendations from administrators, teachers, other staff, parents/guardians, and students as appropriate.

*(ef. 6144—Controversial Issues)  
 (ef. 6161.1—Selection and Evaluation of Instructional Materials)  
 (ef. 6161.11—Supplementary Instructional Materials)*

**The use of any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)**

Library materials should be continually evaluated in relation to evolving curricula, new formats of materials, new instructional methods, and the needs of students and teachers. Materials that contain outdated subject matter or are no longer appropriate shall be removed, ~~and lost or worn materials may be replaced.~~

*(~~cf. 3270—Sale and Disposal of Books, Equipment and Supplies~~)*

All gifts and donations of school library materials shall be subject to the same criteria as materials selected for purchase by the district.

*(~~cf. 3290—Gifts, Grants and Bequests~~)*

~~Complaints regarding the appropriateness of library materials shall be addressed using the district's procedures for complaints regarding instructional materials.~~

*(~~cf. 1312.2—Complaints Concerning Instructional Materials~~)*

## **Fees**

Students shall be **encouraged to return** ~~allowed to borrow school library materials at no charge for use in the library and classrooms as well as out of school in a timely manner, but no charge shall be assessed for the late return of materials.~~ (5 CCR 16042)

*(~~cf. 3260—Fees and Charges~~)*

~~No charge shall be assessed for the late return of materials.~~

## **Reports**

~~The district shall, on or before August 31 each year, report to the California Department of Education on the condition of its school libraries for the preceding year ending June 30. (Education Code 18122)~~

Teacher librarians and/or classroom teachers shall provide library instruction to support the development of students' information literacy skills. Such instruction shall be aligned with the state academic standards for library instruction and shall prepare students to:

1. Access information by applying knowledge of the organization of libraries, print materials, digital media, and other sources
2. Evaluate and analyze information to determine appropriateness in addressing the scope of inquiry

3. Organize, synthesize, create, and communicate information
4. Integrate information literacy skills into all areas of learning and pursue information independently to become life-long learners

Teacher librarians also may provide support to teachers, administrators, and other staff by identifying instructional materials that will aid in the development of curriculum and instructional activities and by providing information about effective and ethical uses of school library services and equipment.

### **Program Evaluation**

**The Superintendent or designee shall annually assess and report to the Board regarding the condition and use of school libraries. The assessment shall evaluate, at a minimum:**

- 1. Access of students and staff to school libraries during school hours and, as appropriate, access outside the school day**
- 2. The process and frequency by which students are allowed to check out library materials**
- 3. Staffing levels, qualifications, and number of hours worked**
- 4. The quality of the collection at each library, including, but not limited to, the total number of books in the collection, number of books per student, types of materials (fiction, non-fiction, newspapers, magazines, encyclopedias, materials in other languages, and reference materials), alignment with curriculum, provision of a broad spectrum of knowledge and viewpoints, amount expended during the year for the purchase of new resources, and the number of resources discarded and added during the year**
- 5. Any special programs offered at the school to encourage reading and/or library use**
- 6. The adequacy of the facility space and equipment designated for the school library**
- 7. The source(s) and adequacy of funding for school libraries**
- 8. Knowledge by principals, teachers, and library personnel of the process to follow when a library material(s) is challenged**

**The district shall, on or before August 31 each year, report to the California Department of Education on the condition of its school libraries for the preceding year ending June 30. (Education Code 18122)**

*Legal Reference: (see next page)*

EDUCATION CODE

1703 Coordination of district library services by county superintendent  
 1770-1775 Provision of library services by county superintendent  
 18100-18203 School libraries  
 18300-18571 Union high school district/unified school district library district  
 19335-19336 Reading Initiative Program; recommended books  
 41570-41573 School and Library Improvement Block Grant  
 42605 Tier 3 categorical flexibility  
 44868-44869 Qualifications and employment of library media teachers  
 45340-45349 Instructional aides  
 60119 Sufficiency of textbooks and instructional materials; public hearing  
 60240-60251.5 State Instructional Materials Fund, purchase of classroom library materials  
 60420-60424 Instructional Materials Funding Realignment Program  
REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS  
 18181 Districtwide library plan  
 52012 Establishment of school site council  
 52014-52015 School plans  
CODE OF REGULATIONS, TITLE 5  
 16040-16043 School libraries  
 80053 Library media service teaching credential  
UNITED STATES CODE, TITLE 20  
 6383 Improving Literacy Through School Libraries grant program

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
School Library Program Standards, September 2010  
School Library Standards for Students, September 2010  
Cheek It Out! Assessing School Library Media Programs, 1998  
Recommended Literature: Kindergarten Through Grade Twelve  
CALIFORNIA SCHOOL LIBRARY ASSOCIATION PUBLICATIONS  
Standards and Guidelines for Strong School Libraries, 2004  
WEB SITES  
 American Library Association: <http://www.ala.org>  
 California Department of Education, School Libraries: <http://www.ede.ca.gov/ci/er/lb>  
 California Library Association: <http://www.cla-net.org>  
 California School Library Association: <http://www.esla.net>

**Policy Reference Disclaimer:**

*These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.*

<u>State</u>	<u>Description</u>
5 CCR 16040-16043	School libraries
5 CCR 80023-80023.2	Emergency permits; general requirements
5 CCR 80024.6	Emergency teacher librarian services permit
5 CCR 80026-80026.6	Emergency permits; Declaration of Need
5 CCR 80053-80053.1	Teacher librarian services credential
Ed. Code 1703	Coordination of district library services by county superintendent
Ed. Code 1770-1775	Provision of library services by county superintendent
Ed. Code 18100-18203	School libraries
Ed. Code 18300-18571	Union high school district/unified school district library district
Ed. Code 19335-19336	Reading Initiative Program; recommended books
Ed. Code 220	Prohibition of discrimination
Ed. Code 242	Access to information about educational laws and policies regarding right to accurate and inclusive curriculum
Ed. Code 35021	Volunteer aides
Ed. Code 44868-44869	Qualifications and employment of library media teachers



Ed. Code 45340-45349  
Ed. Code 48907

Ed. Code 48950  
Ed. Code 51204.5  
Ed. Code 51501  
Ed. Code 60040-60052

*Instructional aides*  
*Exercise of free expression; time, place and manner rules and regulations*  
*Speech and other communication*  
*Social sciences instruction; contributions of specified groups*  
*Nondiscriminatory subject matter*  
*Requirements for instructional materials*

Management Resources

California Department of Education Publication *Examples of Model School Library Standards for California Public Schools Supporting Common Core State Standards (CCSS) for English Language Arts & Literacy in History/Social Studies, Science, and Technical Subjects, rev. February 2012*

California Department of Education Publication *Looking at the School Library: An Evaluation Tool, 2003*

California Department of Education Publication *Model School Library Standards for California Public Schools: K - 12, 2010*

California Department of Education Publication *Recommended Literature: Kindergarten Through Grade Twelve*

California School Library Association *Standards and Guidelines for Strong School Libraries, 2004*  
Publication

Website

CSBA District and County Office of Education Legal Services

Website

American Association of School Libraries

Website

California Department of Education, School Libraries

Website

California School Library Association

Website

Department of Justice

Website

California Department of Education, Curriculum and Instruction Resources

Website

U.S. Department of Education, Office for Civil Rights

Cross References

Code

0200

Description

Goals For The School District

0400

Comprehensive Plans

0410

Nondiscrimination In District Programs And Activities

0420

School Plans/Site Councils

0440

District Technology Plan

0460

Local Control And Accountability Plan

1240

Volunteer Assistance

1260

Educational Foundation

1312.2

Complaints Concerning Instructional Materials

1312.3

Uniform Complaint Procedures

1312.4

Williams Uniform Complaint Procedures

1330.1

Joint Use Agreements

1340

Access To District Records

3260

Fees And Charges

3270

Sale And Disposal Of Books, Equipment And Supplies

3290

Gifts, Grants And Bequests

3311

Bids

4112.2

Certification

4113

Assignment

4131

Staff Development

4132

Publication Or Creation Of Materials

4222

Teacher Aides/Paraprofessionals

4231

Staff Development

4232

Publication Or Creation Of Materials

4331

Staff Development

4332

Publication Or Creation Of Materials

5125.2

Withholding Grades, Diploma Or Transcripts

5145.3

Nondiscrimination/Harassment

6011

Academic Standards

Policy 6163.1  
adopted: September 17, 2012  
revised:

**LAKESIDE UNION SCHOOL DISTRICT**  
Lakeside, California

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** August 8, 2024

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**Agenda Item:**

First Reading of Board Bylaws 9220 and Exhibit -E (1): Governing Board Elections

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

A First reading is requested of Board Bylaw 9220: Governing Board Elections with the following changes proposed: Bylaw updated to reference that a city/county charter might take precedence over district policies in regard to school board elections. Additionally, bylaw updated to reflect NEW LAW (AB 764, 2023), also known as the Fair And Inclusive Redistricting for Municipalities And Political Subdivisions (FAIR MAPS) Act, which establishes a comprehensive set of rules that local governments, including school districts, must follow during the redistricting process. In addition, bylaw updated to reference new Exhibit (1), which includes a non-exhaustive list of offenses the conviction of which makes someone ineligible to be a school board member. Bylaw also updated for clarity, precision, organization, and consistency.

**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 checked="" type="checkbox"/> <b>Discussion</b> | <input type="checkbox"/> <b>Ratification</b>   |
| <input type="checkbox"/> <b>Approval</b>              | <input type="checkbox"/> <b>Explanation:</b> <a href="#">Click here to enter text.</a> |
| <input 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** \_\_\_\_\_

**GOVERNING BOARD ELECTIONS**

**Board Member Qualifications**

Any person is eligible to be a Governing Board member, without further qualifications, if ~~he/she~~ **the person is:** 18 years of age or older;~~;~~ a citizen of California;~~;~~ a resident of the school district **or, if applicable, the trustee area;** a registered voter;~~;~~ and not legally disqualified from holding civil office. **(Education Code 35107)**

~~Any A person who has~~ **is not eligible to be a member of the board if they have** been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California **an offense(s) as specified in** law ~~or and~~ the law of another state, the United States of America, or another country, ~~is not eligible to be a candidate for office or a Board member~~ **accompanying exhibit,** except when ~~he/she~~ **the person** has been granted a pardon in accordance with law. **A district employee duly elected to the Board shall resign from district employment, or shall otherwise cease being a district employee, before being sworn in. If a district employee duly elected to the Board is sworn in and remains a district employee, then the employment shall automatically terminate upon being sworn into office.** (Education Code 35107; ~~Elections Code 20~~)

~~A district employee elected to the Board shall resign his/her position before being sworn in or shall have his/her employment automatically terminated upon being sworn into office.~~ (Education Code 35107)

~~(cf. 9224—Oath of Affirmation)  
(cf. 9270—Conflict of Interest)~~

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide ~~all candidates~~ **a Board candidate, upon request by the candidate,** with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. ~~The~~ **Additionally, the** Superintendent or designee shall provide ~~all candidates with~~ **a Board candidate, upon request by the candidate,** the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

~~(cf. 9230—Orientation)  
(cf. 9240—Board Training)~~

**Recalling a Board Member**

**A Board member may be recalled as permitted by Elections Coe 11000-11386. To commence a recall of a Board Member, proponents shall serve, file and publish or post a notice of intention to circulate the recall petition as specified by law and any applicable county elections official directives. Additionally, the recall petition, shall be in the format provided by the Secretary of State and include, among other things, an estimate of the cost of conducting the special election, as determined by the county elections official, in consultation with the district.**

**Within 14 days after the regular meeting at which the Board receives a certificate of sufficiency of signatures on a recall petition from a county elections official, the Board shall order an election to be held to determine whether the Board member named in the petition shall be recalled. The election shall be held not less than 88, nor more than 125, days after the date that the Board orders the election. However, the election may be conducted within 180 days after the issuance of the Board's order to consolidate the election with a regularly scheduled election. (Elections Code 11240-11242)**

**A recall election of a Board member shall be conducted in accordance with Elections Code 11381-11386.**

**If a recall of a Board member is successful, that Board member's seat becomes vacant and shall be filled in accordance with Education Code 5090-95 and Board Bylaw 9223 - Filling Vacancies.**

### **Consolidation of Elections**

~~To reduce costs associated with conducting elections, the~~ **The** Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.

~~In addition~~ **Additionally**, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections **(in accordance with Elections Code 14051-14052).**

~~The district shall move its election to the next state statewide election date, unless the Board has adopted a plan by January 1, 2018 to consolidate Board elections not later than the November 8, 2022 statewide general election. (Elections Code 14051, 14052)~~

~~In order to consolidate elections based on either circumstance described above, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)~~

~~Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)~~

~~(cf. 9110 - Terms of Office)~~

## GOVERNING BOARD ELECTIONS (continued)

### Elections Process and Procedures

**For each election, upon certification by the County Board of Supervisors, the Board shall declare who has been elected to the Board in accordance with law. (Election Code 15400)**

**A Board member whose term has expired shall continue to discharge the duties of the office until a successor has qualified by taking the oath of office. (Government Code 1302, 1360)**

~~Election using "at-large" voting method~~

~~Board members may reside anywhere within the district's boundaries and shall be elected by all voters in the district.~~

~~(cf. 9320—Meetings and Notices)~~

**Each Board Member shall reside in the trustee area they represent and shall be elected by voters residing within the trustee area. Trustee areas shall be balanced by population as required by state and federal law.**

**The Board may review the district's Board election method to determine whether any modification is necessary.**

**If the district seeks to change its election method, the Board shall follow procedural requirements and hold public hearings in accordance with Elections Code 10010 and 21100-21150 before adopting a resolution at an open meeting specifying the change and obtain approval from the county committee on school district organization having jurisdiction over the district in accordance with Education Code 5019.**

**The election method or trustee-area boundaries in effect at the beginning of a Board member's term shall be used when any vacancy that occurs during that term is to be filled, even if, during the term, the district has adopted "by-trustee area" election method or trustee area boundaries have been adjusted.**

### Campaign Conduct

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign ~~donations~~ **contributions**, funding, and expenditures.

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

*(ef. 0410—Nondiscrimination in District Programs and Activities)*  
*(ef. 9005—Governance Standards)*

### **Statement of Qualifications**

On the 125th day prior to the day fixed for the general district election, the Board secretary or his/her designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term
2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

*(ef. 9223—Filling Vacancies)*

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the ~~hard copy and/or electronic~~ voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

### **Tie Votes in Board Member Elections**

Whenever a tie makes it **the County Superintendent of Schools certifies to the Board that there is a tie vote such that it is** impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time **and place** shall determine the winner by lot. (Education Code 5016)

BB 9220(d)

## Board Candidate Orientation

The Governing Board desires to provide Board candidates with orientation that will enable them to understand the responsibilities and expectations of Board membership. The Superintendent or designee shall provide all candidates with general information about school programs, district operations, and Board responsibilities. He/she may also provide candidates with information about the election process, including, but not limited to, information about campaign conduct and ballot statement information.

*(cf. 9200—Limits of Board Member Authority)*

*(cf. 9220—Governing Board Elections)*

*(cf. 9270—Conflict of Interest)*

The Board encourages all candidates to attend public Board meetings during the period of their candidacy. Candidates shall have the same access as members of the public to district staff and information.

*(cf. 1340—Access to District Records)*

*(cf. 9011—Disclosure of Confidential/Privileged Information)*

The Board and staff will seek to be impartial as they cooperate with Board candidates. The Board expects candidates to recognize that until and unless they are sworn in as Board, their official status is that of other members of the public, and thus are not entitled to privileged information discussed in closed session.

*Legal Reference:*

### State

CA Constitution Article 2, Section 2  
CA Constitution Article 7, Section 7  
CA Constitution Article 7, Section 8  
Ed. Code 1006

Ed. Code 35107  
Ed. Code 35177  
Ed. Code 35239

Ed. Code 5000-5033  
Ed. Code 5091  
Ed. Code 5220-5231  
Ed. Code 5300-5304  
Ed. Code 5320-5329  
Ed. Code 5340-5345  
Ed. Code 5360-5363  
Ed. Code 5380  
Ed. Code 5390  
Ed. Code 5420-5426  
Ed. Code 5440-5442

### Description

[Voters; qualifications](#)  
[Conflicting offices](#)  
[Disqualification from office](#)  
[Prohibition against school district employees serving on county board of education](#)  
[School district employees](#)  
[Campaign expenditures or contributions](#)  
[Compensation of governing board member of districts with less than 70 ADA](#)  
[Election of school district board members](#)  
[Vacancies; petition for special election](#)  
[Elections](#)  
[General provisions; conduct of elections](#)  
[Order and call of elections](#)  
[Consolidation of elections](#)  
[Election notice](#)  
[Compensation; election officer](#)  
[Qualifications of voters](#)  
[Cost of elections](#)  
[Miscellaneous provisions](#)



Ed. Code 7054  
Elec. Code 10010  
Elec. Code 10400-10418  
Elec. Code 10509  
Elec. Code 10600-10604  
Elec. Code 11000  
Elec. Code 1302  
Elec. Code 13307  
Elec. Code 13308  
Elec. Code 13309  
Elec. Code 14025-14032  
Elec. Code 14050-14057  
Elec. Code 15400  
Elec. Code 18501  
Elec. Code 20  
Elec. Code 20440  
Elec. Code 21100-21180  
Elec. Code 2201  
Elec. Code 4000-4008  
Gov. Code 1021  
Gov. Code 1097  
Gov. Code 12940  
Gov. Code 1770  
Gov. Code 81000-91014  
Gov. Code 9055  
Gov. Code 9412  
Pen. Code 165  
Pen. Code 2772  
Pen. Code 2790  
Pen. Code 424

Pen. Code 661  
Pen. Code 67  
Pen. Code 68  
Pen. Code 74  
Pen. Code 88  
Pen. Code 98

**Federal**

52 USC 10301-10508

**Management Resources**

Attorney General Opinion  
Attorney General Opinion  
Attorney General Opinion  
Attorney General Opinion  
Attorney General Opinion  
Court Decision  
Court Decision

[Use of district property; campaign purposes](#)

[District boundaries](#)

[Consolidation of elections](#)

[Notice of election by secretary](#)

[School district elections](#)

[Recall of officers](#)

[Local elections; school district election](#)

[Candidate's statement](#)

[Candidate's statement contents](#)

[Candidate's statement; indigence](#)

[California Voting Rights Act](#)

[California Voter Participation Rights Act](#)

Announcement of election results

Election fraud

[Public office eligibility](#)

[Code of Fair Campaign Practices](#)

FAIR MAPS Act

[Grounds for cancellation](#)

Elections conducted wholly by mail

[Conviction of crime](#)

[Illegal participation in public contract](#)

[Unlawful discriminatory employment practices](#)

[Vacancy of office](#)

[Political Reform Act](#)

Committing crimes against legislative power

Refusing to appear

Bribes to members of city council

Interfering with the work of prisoners

Interrupting the work of prisoners

[Embezzlement and falsification of accounts by public officers](#)

[Removal for neglect or violation of official duty](#)

Giving bribes

[Receiving bribes](#)

[Acceptance of gratuity](#)

[Crimes against legislative power](#)

Crimes against public justice

**Description**

Voting Rights Act

**Description**

105 Ops.Cal.Atty.Gen. 182 (2022)

69 Ops.Cal.Atty.Gen. 290 (1986)

81 Ops.Cal.Atty.Gen. 98 (1998)

83 Ops.Cal.Atty.Gen. 181 (2000)

85 Ops.Cal.Atty.Gen. 49 (2002)

Dusch v. Davis (1967) 387 U.S. 112

Randall v. Sorrell (2006) 126 S.Ct. 2479

Court Decision

Rey v. Madera Unified School District (2012) 203 Cal. App. 4th 1223

Court Decision  
CSBA Publication

Sanchez v. City of Modesto (2006) 145 Cal. App. 4th 660  
Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections, January 2017

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[Institute for Local Government](#)

Website

[Fair Political Practices Commission](#)

Website

[California Secretary of State's Office](#)

Website

[CSBA](#)

**Cross References**

**Code**

**Description**

0410

Nondiscrimination In District Programs And Activities

9005

Governance Standards

9110

Terms Of Office

9223

Filling Vacancies

9224

Oath Or Affirmation

9230

Orientation

9240

Board Training

9270

Conflict Of Interest

9270

Conflict Of Interest

9320

Meetings And Notices

Bylaw

**LAKESIDE UNION SCHOOL DISTRICT**

adopted: September 17, 2012

Lakeside, California

revised: ~~January 18, 2018~~

**GOVERNING BOARD ELECTIONS**

This exhibit is a non-exhaustive list of offenses the conviction of which disqualifies a person from holding public office, including as a Governing Board member of a school district, in the State of California.

1. California Constitution, Article VII, Section 8: Giving or offering a bribe to procure personal election or appointment
2. California Constitution, Article VII, Section 8: Committing bribery, perjury, forgery, malfeasance in office, or other high crimes
3. Penal Code section 67: Giving or offering a bribe to any executive officer in the state to influence any decision made by that officer in their official capacity
4. Penal Code section 68: While an executive or ministerial officer, employee, or appointee of the state, a county, a city, or another political subdivision of the state, asking for, receiving, or agreeing to receive any bribe to influence any decision made by that person in their official capacity
5. Penal Code section 74: As a public officer, for gratuity or reward, appointing another person to public office, or permitting another person to exercise or discharge the duties of their office
6. Penal Code section 88: While a member of the Legislature or of a legislative body of a city, county, city and county, school district, or other special district, committing any of various crimes against the Legislative power, including bribery and logrolling
7. Penal Code section 98: While an officer, committing any of various bribery and corruption crimes against the public justice as specified in Penal Code 92-100, including bribing or threatening judges or jurors
8. Penal Code section 165: Giving or offering a bribe to a member of a city council or a board of supervisors to influence any decision made by that member in their official capacity
9. Penal Code section 424: While an officer of the state or of any county, city, town, or district of the state, or while otherwise charged with the receipt, safekeeping, transfer, or disbursement of public moneys, appropriating such moneys for personal use, or refusing to pay any public moneys as required by law
10. Penal Code section 2772: Interfering with the work of prisoners employed at a road camp, or giving or attempting to give such prisoners any controlled substances, intoxicating liquors, firearms, weapons, or explosives of any kind
11. Penal Code section 2790: Interrupting the work of prisoners employed at a public park or camp, or giving or attempting to give such prisoners any controlled substances, intoxicating liquors, firearms, weapons, or explosives of any kind

12. Government Code section 1021: Committing designated crimes as specified in the California Constitution or state law
13. Government Code section 1097: While a public official, being financially interested in a contract made in their official capacity, or by any body or board of which he or she is a member, or aiding or abetting a public official in committing such a violation
14. Government Code section 9055: While a member of the Legislature or of a legislative body of a city, county, city and county, school district, or other special district, committing any of various crimes against the Legislative power, including bribery and logrolling
15. Government Code section 9412: While a member of the Legislature, refusing to appear before the Senate, Assembly, or any committee of the Legislature after being summoned to testify, or while appearing before the Senate, Assembly, or any committee, refusing to be sworn or to answer any material and proper question, or refusing to produce, upon reasonable notice, any material and proper books, papers, or documents in their possession and under their control
16. Elections Code section 20: Committing a felony involving accepting or giving, or offering to give, any bribe, the embezzlement of public money, extortion or theft of public money, perjury, or conspiracy to commit any of those crimes
17. Elections Code section 18501: While a public official, aiding the illegal casting of a vote at an election or otherwise facilitating the perpetration of election fraud

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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>
CA Constitution Article 2, Section 2	<a href="#">Voters; qualifications</a>
CA Constitution Article 7, Section 7	<a href="#">Conflicting offices</a>
CA Constitution Article 7, Section 8	<a href="#">Disqualification from office</a>
Ed. Code 1006	<a href="#">Prohibition against school district employees serving on county board of education</a>
Ed. Code 35107	<a href="#">School district employees</a>
Ed. Code 35177	<a href="#">Campaign expenditures or contributions</a>
Ed. Code 35239	<a href="#">Compensation of governing board member of districts with less than 70 ADA</a>
Ed. Code 5000-5033	<a href="#">Election of school district board members</a>
Ed. Code 5091	<a href="#">Vacancies; petition for special election</a>
Ed. Code 5220-5231	<a href="#">Elections</a>
Ed. Code 5300-5304	<a href="#">General provisions; conduct of elections</a>
Ed. Code 5320-5329	<a href="#">Order and call of elections</a>

Ed. Code 5340-5345	<a href="#">Consolidation of elections</a>
Ed. Code 5360-5363	<a href="#">Election notice</a>
Ed. Code 5380	<a href="#">Compensation; election officer</a>
Ed. Code 5390	<a href="#">Qualifications of voters</a>
Ed. Code 5420-5426	<a href="#">Cost of elections</a>
Ed. Code 5440-5442	<a href="#">Miscellaneous provisions</a>
Ed. Code 7054	<a href="#">Use of district property; campaign purposes</a>
Elec. Code 10010	<a href="#">District boundaries</a>
Elec. Code 10400-10418	<a href="#">Consolidation of elections</a>
Elec. Code 10509	<a href="#">Notice of election by secretary</a>
Elec. Code 10600-10604	<a href="#">School district elections</a>
Elec. Code 11000	<a href="#">Recall of officers</a>
Elec. Code 1302	<a href="#">Local elections; school district election</a>
Elec. Code 13307	<a href="#">Candidate's statement</a>
Elec. Code 13308	<a href="#">Candidate's statement contents</a>
Elec. Code 13309	<a href="#">Candidate's statement; indigence</a>
Elec. Code 14025-14032	<a href="#">California Voting Rights Act</a>
Elec. Code 14050-14057	<a href="#">California Voter Participation Rights Act</a>
Elec. Code 15400	Announcement of election results
Elec. Code 18501	Election fraud
Elec. Code 20	<a href="#">Public office eligibility</a>
Elec. Code 20440	<a href="#">Code of Fair Campaign Practices</a>
Elec. Code 21100-21180	FAIR MAPS Act
Elec. Code 2201	<a href="#">Grounds for cancellation</a>
Elec. Code 4000-4008	Elections conducted wholly by mail
Gov. Code 1021	<a href="#">Conviction of crime</a>
Gov. Code 1097	<a href="#">Illegal participation in public contract</a>
Gov. Code 12940	<a href="#">Unlawful discriminatory employment practices</a>
Gov. Code 1770	<a href="#">Vacancy of office</a>
Gov. Code 81000-91014	<a href="#">Political Reform Act</a>
Gov. Code 9055	Committing crimes against legislative power
Gov. Code 9412	Refusing to appear
Pen. Code 165	Bribes to members of city council

Pen. Code 2772	Interfering with the work of prisoners
Pen. Code 2790	Interrupting the work of prisoners
Pen. Code 424	<a href="#">Embezzlement and falsification of accounts by public officers</a>
Pen. Code 661	<a href="#">Removal for neglect or violation of official duty</a>
Pen. Code 67	Giving bribes
Pen. Code 68	<a href="#">Receiving bribes</a>
Pen. Code 74	<a href="#">Acceptance of gratuity</a>
Pen. Code 88	<a href="#">Crimes against legislative power</a>
Pen. Code 98	Crimes against public justice
<b>Federal</b>	<b>Description</b>
52 USC 10301-10508	Voting Rights Act
<b>Management Resources</b>	<b>Description</b>
Attorney General Opinion	105 Ops.Cal.Atty.Gen. 182 (2022)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	81 Ops.Cal.Atty.Gen. 98 (1998)
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 181 (2000)
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 49 (2002)
Court Decision	Dusch v. Davis (1967) 387 U.S. 112
Court Decision	Randall v. Sorrell (2006) 126 S.Ct. 2479
Court Decision	Rey v. Madera Unified School District (2012) 203 Cal. App. 4th 1223
Court Decision	Sanchez v. City of Modesto (2006) 145 Cal. App. 4th 660
CSBA Publication	Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections, January 2017
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">Institute for Local Government</a>
Website	<a href="#">Fair Political Practices Commission</a>
Website	<a href="#">California Secretary of State's Office</a>
Website	<a href="#">CSBA</a>

### Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
9005	Governance Standards
9110	Terms Of Office

9223	Filling Vacancies
9224	Oath Or Affirmation
9230	Orientation
9240	Board Training
9270	Conflict Of Interest
9270	Conflict Of Interest
9320	Meetings And Notices

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** August 8, 2024

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**Agenda Item:**

First Reading of Board Bylaw 9223: Filing Vacancies

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

A First reading is requested of Board Bylaw: Filing Vacancies with the following changes proposed: Bylaw updated to reflect NEW LAW (AB 1326, 2023), which requires that the notice of a provisional appointment be posted on the district's website. Additionally, bylaw updated to (1) focus on filling vacancy by appointment rather than special election, (2) enable the Governing Board to approve, by resolution, the procedures for selecting the person to be provisionally appointed to fill the vacancy, and (3) explain how long an appointed Board member may serve. In addition, bylaw updated for clarity, precision, organization, and consistency.

**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** \_\_\_\_\_



FILLING VACANCIES

Events Causing a Vacancy

A vacancy on the Governing Board may occur for any of the following events:

- 1. The death of an incumbent (Government Code 1770)
- 2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term (Government Code 1770)

~~3. A Board member's resignation (Government Code 1770)~~

~~A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)~~

- 3. A Board member's resignation in accordance with Board Bylaw 9222 - Resignation (Government Code 1770)
- 4. A Board member's removal from office, including by recall (Elections Code 11384-11386; Government Code 1770)
- 5. A Board member's ceasing to be a resident of the district (Government Code 1770)
- 6. A Board member's ceasing to inhabit the trustee area represented by the Board member (Government Code 1770)
- 6.7. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)
  - a. Upon district business with the approval of the Board
  - b. With the consent of the Board for an additional period not to exceed a total absence of 90 days Or, in the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board more than 90 days.

**FILLING VACANCIES** (continued)

- c. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more Board members ~~of the Board~~ are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

- ~~7.8.~~ A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by ~~illness~~ sickness or when absent from the state with the permission required by law (Government Code 1770)
- ~~8.9.~~ A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)
- ~~9.10.~~ A Board member's refusal or neglect to file his/her required oath or bond within the time prescribed (Government Code 1770)

*(cf. 9224—Oath or Affirmation)*

- ~~10.11.~~ The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)
- ~~11.~~ ~~The making of an order vacating a Board member's office or declaring the office vacant when the Board member fails to furnish an additional or supplemental bond (Government Code 1770)~~
- 12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)
- 13. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

## FILLING VACANCIES (continued)

### Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)
- ~~2. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code 5091, 5093)~~
- 3.2. When a vacancy occurs ~~from~~ **between** six months ~~to~~ **and** 130 days before a regularly scheduled Board election at which the **vacant** position is not scheduled to be filled, **the vacancy shall be filled by** a special election ~~to fill the position shall be consolidated~~ with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code 5093)
3. **When a vacancy occurs any time outside of the statutory time windows identified in Items #1 and #2 above, the Board shall either order an election or make a provisional appointment within 60 days of the date of the vacancy or the filing of the member's deferred resignation, whichever is sooner. (Education Code 5091, 5093)**

### Eligibility for Appointment

In order to be appointed ~~or elected~~ to fill a vacancy on the Board, a person must meet the eligibility requirements specified in ~~Education Code 35107~~ in law and Board Bylaw 9220 - Governing Board Elections.

*(cf. 9220 - Governing Board Elections)*

### Provisional Appointments

When, **as** authorized by law, **the Board has opted** to make a provisional appointment to fill a vacancy ~~on the Board~~, the Board shall ~~advertise~~ by resolution, may approve the procedures for selecting the person to be provisionally appointed to fill the vacancy. These procedures may, but are not required to, include the following:

**FILLING VACANCIES** (continued)

1. **Advertising** in the local media to solicit candidate applications ~~or nominations~~.
2. **Establishing** ~~A~~ a committee consisting of less than a quorum of the Board ~~shall~~ to ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. ~~The Board shall interview~~
3. **Interviewing** the candidates at a public meeting, ~~accept oral or written public input, and select the provisional appointee by a majority vote.~~

*(ef. 9130—Board Committees)*  
*(ef. 9323.2—Actions by the Board)*

Within 10 days after the **Board makes a provisional appointment** ~~is made to fill a Board vacancy~~, the ~~Board~~ **Superintendent or designee** shall post ~~notices~~ a **notice** of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The ~~notice~~ **Superintendent or designee** shall be ~~published post~~ in the local newspaper pursuant to ~~Government Code 6061 and posted in at least three public places within the district.~~ **Notice as follows:** (Education Code 5092)

1. In three public places in the district or, if applicable, trustee area
2. On the district's website
3. In a newspaper of general circulation published in the district, if such a newspaper exists

The notice shall contain: (Education Code 5092)

1. **The fact of the vacancy or resignation**
2. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
- 2.3. The full name of the **provisional** appointee
3. **to the Board and** ~~The~~ the date of the **provisional appointee's** appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent of **Schools** within 30 days of the provisional appointment, ~~it~~ the **appointment** shall become an effective ~~appointment~~

The person appointed shall **only** hold office until the next regularly scheduled election for district Board members ~~and shall be afforded all the powers and duties of a Board member upon appointment.~~ (Education Code 5091)

If within 30 days of the Board's appointment, registered voters of the district or, where elections are by trustee areas, of the trustee area, submit a petition for special election that the County Superintendent determines to be legally sufficient, the provisional appointment is terminated, and a special election shall be held in accordance with Education Code 5091 to fill the vacancy.

### **Appointment Due to Failure to Elect**

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (~~i.e., a failure to elect~~) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

*(cf. 9100—Organization)*

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

~~The procedure for selecting and interviewing candidates shall be~~ **When, as authorized by law,** the **Board** seeks to make an appointment because of a failure to elect, the Board, by resolution, may approve any additional ~~same as the~~ procedures for **selecting the person to be appointed to fill the vacancy.** ~~"Provisional Appointments," as specified above.~~

*Legal Reference: (see next page)*

**FILLING VACANCIES (continued)**

<b>State</b>	<b>Description</b>
Ed. Code 35107	<a href="#">School district employees</a>
Ed. Code 35178	<a href="#">Resignation with deferred effective date</a>
Ed. Code 5000-5033	<a href="#">Election of school district board members</a>
Ed. Code 5090-5095	<a href="#">Vacancies on the board</a>
Ed. Code 5200-5208	<a href="#">Districts governed by boards of education</a>
Ed. Code 5300-5304	<a href="#">General provisions; conduct of elections</a>
Ed. Code 5320-5329	<a href="#">Order and call of elections</a>
Ed. Code 5340-5345	<a href="#">Consolidation of elections</a>
Ed. Code 5360-5363	<a href="#">Election notice</a>
Ed. Code 5420-5426	<a href="#">Cost of elections</a>
Ed. Code 5440-5442	<a href="#">Miscellaneous provisions</a>
Elec. Code 10600-10604	<a href="#">School district elections</a>
Elec. Code 11000-11386	<a href="#">Candidates for recall</a>
Gov. Code 1064	<a href="#">Absence from state</a>
Gov. Code 1770	<a href="#">Vacancy of office</a>
Gov. Code 3000-3003	<a href="#">Forfeiture of office</a>
Gov. Code 3060-3075	<a href="#">Removal other than by impeachment</a>
Gov. Code 54950-54963	<a href="#">The Ralph M. Brown Act</a>
Gov. Code 6061	<a href="#">Manner of notice as prescribed in designated section</a>
Pen. Code 88	<a href="#">Crimes against legislative power</a>
<b>Federal</b>	<b>Description</b>
18 USC 704	Military medals or decorations
<b>Management Resources</b>	<b>Description</b>
Attorney General Opinion	105 Ops.Cal.Atty.Gen. 182 (2022)
Attorney General Opinion	58 Ops.Cal.Atty.Gen. 888 (1975)
CSBA Publication	Filling a Board Vacancy, rev. 2022
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California State Attorney General's Office, Quo Warranto Applications</a>
Website	<a href="#">CSBA</a>
<b>Cross References</b>	
<b>Code</b>	<b>Description</b>
1113	District And School Websites
1113	District And School Websites
1113	District And School Websites
1340	Access To District Records
1340	Access To District Records
9100	Organization
9110	Terms Of Office

9130	Board Committees
9220	Governing Board Elections
9220	Governing Board Elections
9222	Resignation
9224	Oath Or Affirmation
9230	Orientation
9323.2	Actions By The Board
9323.2	Actions By The Board

Bylaw  
adopted: September 17, 2012  
revised:

**LAKESIDE UNION SCHOOL DISTRICT**  
Lakeside, California